



CONTRACT

47QFCA21C0002

MILITARY AND FAMILY LIFE COUNSELING (MFLC) PROGRAM

in support of:

**Office of the Deputy Assistant Secretary of Defense
for Military Community and Family Policy (MC&FP),
Office of Military Community Support Programs (MCSP)**

**West of the Mississippi Footprint/Western Geographic
Footprint**

Issued to:

Leidos, Inc.

A FAR Part 15 Award

Issued by:

**The Federal Systems Integration and Management Center (FEDSIM)
1800 F Street, NW
Suite 3100 (QF0B)
Washington, D.C. 20405**

FEDSIM Project Number DE01055

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL

The work shall be performed in accordance with all sections of this Contract.

B.2 CONTRACT TYPES

The contractor shall perform the effort required by this Contract on a Cost-Plus-Award-Fee (CPAF) basis for:

- a. Mandatory Labor Contract Line Item Number (CLINs): 0001-4001, 0002-4002, 0003-4003 and 0004-4004
- b. Optional Footprint Surge CLINs: 0005-4005
- c. Optional Labor CLIN: 0006-4006

This contract contains Award Term Incentive Periods of which is further defined in Section F.1 Period of Performance and detailed in Section H.26, Award Term Incentive Clause. Should the contractor earn an Award Term Incentive Period, the following CLINs will be bilaterally executed as part of this contract.

The contractor shall perform the effort required by the Award Term CLINs of this Contract on a CPAF basis for:

- a. Mandatory Labor CLINs: 5001-6001, 5002-6002, 5003-6003 and 5004-6004
- b. Optional Footprint Surge CLINs: 5005-6005
- c. Optional Labor CLIN: 5006-6006

The contractor shall perform the effort required by this contract on a Not-to-Exceed (NTE) basis for:

- a. Long-Distance Travel CLINs 0007, 1007, 2007, 3007, 4007, 5007, and 6007
- b. Other Direct Costs (ODCs) CLINs 0008, 1008, 2008, 3008, 4008, 5008, and 6008

B.3 SERVICES AND PRICES/COSTS

The following abbreviations are used in this price schedule:

CLIN	Contract Line Item Number
CPAF	Cost-Plus-Award-Fee
NTE	Not-to-Exceed
ODC	Other Direct Cost
QTY	Quantity

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.3.1 BASE PERIOD:

MANDATORY CPAF LABOR CLINs

CLIN	Description	Cost	Base Fee	Award Fee	Total CPAF
0001	Program Management & Transition-In (Task 1 and Task 2)	(b) (4)	(4)		(b) (4)
0002	MFLC Services (Non-Medical Counseling, Consultation, and Outreach) (Task 3)				
0003	On-Demand Support (Task 4)				
0004	Surge Support (Task 5)				

OPTIONAL FOOTPRINT CPAF LABOR CLINs

CLIN	Description	Cost	Base Fee	Award Fee	Total CPAF
0005	Eastern Geographic Optional Footprint (Task 7) (OPTIONAL CLIN)	(b) (4)	(4)		(b) (4)
0005a.	Eastern Geographic Optional Footprint – Program Management (Subtask 7.1) (Optional Subtask)				
0005b.	Eastern Geographic Optional Footprint – Services Support (Subtask 7.2) (Optional Subtask)				

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

OPTIONAL CPAF LABOR CLIN

CLIN	Description	Cost	Base Fee	Award Fee	Total CPAF
0006	Virtual Support Services (Task 8) (OPTIONAL CLIN)	(b) (4)	(b) (4)		(b) (4)

COST-REIMBURSEMENT TRAVEL, AND ODC CLINs

CLIN	Description		Total NTE Price
0007	Long-Distance Travel Including Indirect Handling Rate (b) (4)	NTE	(b) (4)
0008	ODCs Including Indirect Handling Rate (b) (4)	NTE	

TOTAL CEILING BASE PERIOD CLINs: **\$241,420,468**

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.3.2 FIRST OPTION PERIOD

MANDATORY CPAF LABOR CLINs

CLIN	Description	Cost	Base Fee	Award Fee	Total CPAF
1001	Program Management (Task 1)	(b) (4)	(4)		(b) (4)
1002	MFLC Services (Non-Medical Counseling, Consultation, and Outreach) (Task 3)				
1003	On-Demand Support (Task 4)				
1004	Surge Support (Task 5)				

OPTIONAL FOOTPRINT CPAF LABOR CLINs

CLIN	Description	Cost	Base Fee	Award Fee	Total CPAF
1005	Eastern Geographic Optional Footprint (Task 7) (OPTIONAL CLIN)	(b) (4)	(4)		(b) (4)
1005a.	Eastern Geographic Optional Footprint – Program Management (Subtask 7.1) (Optional Subtask)				
1005b.	Eastern Geographic Optional Footprint – Services Support (Subtask 7.2) (Optional Subtask)				

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

OPTIONAL CPAF LABOR CLIN

CLIN	Description	Cost	Award Fee	Total CPAF
1006	Virtual Support Services (Task 8) (OPTIONAL CLIN)	(b) (4)	(b) (4)	(b) (4)

COST-REIMBURSEMENT TRAVEL, AND ODC CLINs

CLIN	Description		Total NTE Price
1007	Long-Distance Travel Including Indirect Handling Rate (b) (4)	NTE	(b) (4)
1008	ODCs Including Indirect Handling Rate (b) (4)	NTE	(b) (4)

TOTAL CEILING FIRST OPTION PERIOD CLINs: **\$290,776,228**

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.3.3 SECOND OPTION PERIOD

MANDATORY CPAF LABOR CLINs

CLIN	Description	Cost	Base Fee	Award Fee	Total CPAF
2001	Program Management (Task 1)	(b)	(4)		
2002	MFLC Services (Non-Medical Counseling, Consultation, and Outreach) (Task 3)				
2003	On-Demand Support (Task 4)				
2004	Surge Support (Task 5)				

OPTIONAL FOOTPRINT CPAF LABOR CLINs

CLIN	Description	Cost	Base Fee	Award Fee	Total CPAF
2005	Eastern Geographic Optional Footprint (Task 7) (OPTIONAL CLIN)	(b)	(4)		
2005a.	Eastern Geographic Optional Footprint – Program Management (Subtask 7.1) (Optional Subtask)				
2005b.	Eastern Geographic Optional Footprint – Services Support (Subtask 7.2) (Optional Subtask)				

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

OPTIONAL CPAF LABOR CLIN

CLIN	Description	Cost	Award Fee	Total CPAF
2006	Virtual Support Services (Task 8) (OPTIONAL CLIN)	(b) (4)		

COST-REIMBURSEMENT TRAVEL, AND ODC CLINs

CLIN	Description		Total NTE Price
2007	Long-Distance Travel Including Indirect Handling Rate (b) (4)	NTE	(b) (4)
2008	ODCs Including Indirect Handling Rate (b) (4)	NTE	

TOTAL CEILING SECOND OPTION PERIOD CLINs:

(b) (4)

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.3.4 THIRD OPTION PERIOD

MANDATORY CPAF LABOR CLINs

CLIN	Description	Cost	Base Fee	Award Fee	Total CPAF
3001	Program Management (Task 1)	(b)	(4)		
3002	MFLC Services (Non-Medical Counseling, Consultation, and Outreach) (Task 3)				
3003	On-Demand Support (Task 4)				
3004	Surge Support (Task 5)				

OPTIONAL FOOTPRINT CPAF LABOR CLINs

CLIN	Description	Cost	Base Fee	Award Fee	Total CPAF
3005	Eastern Geographic Optional Footprint (Task 7) (OPTIONAL CLIN)	(b)	(4)		
3005a.	Eastern Geographic Optional Footprint – Program Management (Subtask 7.1) (Optional Subtask)				
3005b.	Eastern Geographic Optional Footprint – Services Support (Subtask 7.2) (Optional Subtask)				

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

OPTIONAL CPAF LABOR CLIN

CLIN	Description	Cost	Award Fee	Total CPAF
3006	Virtual Support Services (Task 8) (OPTIONAL CLIN)	(b) (4)		

COST-REIMBURSEMENT TRAVEL, AND ODC CLINs

CLIN	Description		Total NTE Price
3007	Long-Distance Travel Including Indirect Handling Rate (b) (4)	NTE	(b) (4)
3008	ODCs Including Indirect Handling Rate (b) (4)	NTE	

TOTAL CEILING THIRD OPTION PERIOD CLINs:

(b) (4)

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.3.5 FOURTH OPTION PERIOD

MANDATORY CPAF LABOR CLINs

CLIN	Description	Cost	Base Fee	Award Fee	Total CPAF
4001	Program Management & Transition (Task 1 and Task 2)	(b) (4)	(4)		
4002	MFLC Services (Non-Medical Counseling, Consultation, and Outreach) (Task 3)				
4003	On-Demand Support (Task 4)				
4004	Surge Support (Task 5)				

OPTIONAL FOOTPRINT CPAF LABOR CLINs

CLIN	Description	Cost	Base Fee	Award Fee	Total CPAF
4005	Eastern Geographic Optional Footprint (Task 7) (OPTIONAL CLIN)	(b) (4)	(4)		
4005a.	Eastern Geographic Optional Footprint – Program Management (Subtask 7.1) (Optional Subtask)				
4005b.	Eastern Geographic Optional Footprint – Services Support (Subtask 7.2) (Optional Subtask)				

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

OPTIONAL CPAF LABOR CLIN

CLIN	Description	Cost	Award Fee	Total CPAF
4006	Virtual Support Services (Task 8) (OPTIONAL CLIN)	(b) (4)		

COST-REIMBURSEMENT TRAVEL, AND ODC CLINs

CLIN	Description		Total NTE Price
4007	Long-Distance Travel Including Indirect Handling Rate (b) (4)	NTE	(b) (4)
4008	ODCs Including Indirect Handling Rate (b) (4)	NTE	

TOTAL CEILING FOURTH OPTION PERIOD CLINs:

(b) (4)

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.3.6 AWARD TERM INCENTIVE PERIOD 1

MANDATORY CPAF LABOR CLINs

CLIN	Description	Cost	Base Fee	Award Fee	Total CPAF
5001	Program Management (Task 1)	(b)	(4)		
5002	MFLC Services (Non-Medical Counseling, Consultation, and Outreach) (Task 3)				
5003	On-Demand Support (Task 4)				
5004	Surge Support (Task 5)				

OPTIONAL FOOTPRINT CPAF LABOR CLINs

CLIN	Description	Cost	Base Fee	Award Fee	Total CPAF
5005	Eastern Geographic Optional Footprint (Task 7) (OPTIONAL CLIN)	(b)	(4)		
5005a.	Eastern Geographic Optional Footprint – Program Management (Subtask 7.1) (Optional Subtask)				
5005b.	Eastern Geographic Optional Footprint – Services Support (Subtask 7.2) (Optional Subtask)				

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

OPTIONAL CPAF LABOR CLIN

CLIN	Description	Cost	Award Fee	Total CPAF
5006	Virtual Support Services (Task 8) (OPTIONAL CLIN)	(b) (4)		

COST-REIMBURSEMENT TRAVEL, AND ODC CLINs

CLIN	Description		Total NTE Price
5007	Long-Distance Travel Including Indirect Handling Rate (b) (4)	NTE	(b) (4)
5008	ODCs Including Indirect Handling Rate (b) (4)	NTE	

TOTAL CEILING AWARD TERM INCENTIVE PERIOD 1 CLINs: (b) (4)

B.3.7 AWARD TERM INCENTIVE PERIOD 2

MANDATORY CPAF LABOR CLINs

CLIN	Description	Cost	Base Fee	Award Fee	Total CPAF
6001	Program Management (Task 1)	(b)	(4)		
6002	MFLC Services (Non-Medical Counseling, Consultation, and Outreach) (Task 3)				
6003	On-Demand Support (Task 4)				
6004	Surge Support (Task 5)				

OPTIONAL FOOTPRINT SURGE CPAF LABOR CLINs

CLIN	Description	Cost	Base Fee	Award Fee	Total CPAF
6005	Eastern Geographic Optional Footprint (Task 7) (OPTIONAL CLIN)	(b)	(4)		
6005a	Eastern Geographic Optional Footprint – Program Management (Subtask 7.1) (Optional Subtask)				
6005b	Eastern Geographic Optional Footprint – Services Support (Subtask 7.2) (Optional Subtask)				

OPTIONAL CPAF LABOR CLIN

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

CLIN	Description	Cost	Award Fee	Total CPAF
6006	Virtual Support Services (Task 8) (OPTIONAL CLIN)	(b) (4)		

COST-REIMBURSEMENT TRAVEL, AND ODC CLINs

CLIN	Description		Total NTE Price
6007	Long-Distance Travel Including Indirect Handling Rate (b) (4)	NTE	(b) (4)
6008	ODCs Including Indirect Handling Rate (b) (4)	NTE	

TOTAL CEILING AWARD TERM 2 PERIOD CLINs:

(b) (4)

GRAND TOTAL CEILING ALL CLINs:

\$2,085,399,743

B.4 SECTION B TABLES

B.4.1 INDIRECT/MATERIAL HANDLING RATE

ODCs and Long-Distance Travel costs incurred may be burdened with the contractor's indirect/material handling rate in accordance with the contractor's disclosed practices.

1. If no indirect/material handling rate is allowable in accordance with the contractor's disclosed practices, no indirect/material handling rate shall be applied to or reimbursed on these costs; and
2. If no rate is specified in the schedule of prices above, no indirect rate shall be applied to or reimbursed on these costs.

The indirect handling rate over the term of the contract shall not exceed the rate specified in the schedule of prices above.

B.5 CONTRACT ESTABLISHED MFLC LABOR CATEGORIES AND CLIN PRICES

This contract includes a standard set of labor categories (**Section J, Attachment AA**). The contractor shall provide a mapping of all proposed labor categories to the standard set of labor categories (**Section J, Attachment AA**).

B.5.1 CLIN PRICES AND ELEMENTS OF COST

For the purposes of this contract, the CLIN level prices specified above are considered ceiling prices and represent the maximum liability of the Government to pay (cost and fee) for completion of the work specified in the associated tasks and Statement of Work. The Government shall have no obligation to pay for contractor performance in excess of the CLIN ceiling prices set forth above unless the CLIN ceiling price is modified by the Contracting Officer pursuant to other provisions of this contract. It is the responsibility of the contractor to manage any fluctuations in direct labor rates and corporate indirects that occur during performance in a way that prevents allowable costs incurred from exceeding the CLIN ceiling prices. The Government will not reimburse the contractor for allowable costs incurred and fee in excess of the CLIN ceiling prices.

The CLIN price, specific to CLIN X002, includes an anticipated increase to the MFLC footprint of 2% per period of performance (annually).

B.6 LOCAL AND LONG DISTANCE TRAVEL

See Section H.10, Travel, for details on regarding local and long distance travel.

B.7 ODCs

ODCs acquired under this contract will be on a cost-reimbursable basis. The contractor may apply indirect/Material Handling Rate costs to ODCs consistent with Section B.4.1. The kinds of ODCs anticipated to be covered by the ODC CLIN are: SOFA costs, COLA costs, DBA insurance, Living Quarters Allowance (LQA), Incentive Pay for Hard-to-Fill Locations, MFLC program specific training costs, MFLC presentation materials, virtual meeting software such as (Zoom, Skype, Google Hangouts, and Webex) specific to Task 8 support, and vendor costs that are normal treated as an ODC type cost.

It shall be noted that the Government, in most cases, will not provide the counselors any tools to accomplish the requirements of the contract. Tools are items such as: computers/laptops, phones/cellphones, internet connection/hotspots, enabling software (software that allows MFLCs to perform their jobs) for MFLC reporting requirements, collaboration tools, back office counselor reach back capabilities, and general office/desk supplies (pens, papers, etc.). Tools shall not be billed against the ODC CLIN and shall not a direct charge to the contract as the tools are not being purchased on behalf of the Government. It is the contractor's responsibility to ensure that all proposed staff, to include the MFLCs, are equipped to perform requirements of this Contract. The equipping of contractor personnel (i.e. tools) shall be reflected in the hourly rate of a fully functional contractor personnel.

B.8 INCREMENTAL FUNDING LIMITATION OF GOVERNMENT'S OBLIGATION

Incremental funding in the amount of (b) (4) for CLINs 0001 – 0004, 0006 – 0008, 1001 – 1004 and 1006-1008 is currently allotted and available for payment by the Government. Additional incremental funding for these CLINs may be allotted and available for payment by the Government as the funds become available. The estimated period of performance covered by the allotments for the mandatory CLINs is from award through April 30, 2022 unless otherwise noted in Section B. The contract may be modified to add funds incrementally up to the maximum of (b) (4) over the performance period of this contract. These allotments constitute the estimated cost for the purpose of Federal Acquisition Regulation (FAR) Clause 52.232-22, Limitation of Funds.

See **Section J, Attachment C - Incremental Funding Chart (Excel Spreadsheet)**.

B.9 AWARD FEE RESULTS REPORTING TABLE

The Award Fee Determination Plan (AFDP) establishes award fee (**Section J, Attachment D**). Award Fee Results will be recorded in the Award Fee Results Reporting Table located in Section 4.2 of the AFDP (**Section J, Attachment D**). The AFDP will be finalized post-award and maintained throughout the life of the contract to reflect results and plan changes from award fee period to next award fee period. Each time the plan changes, the updated plan will be incorporated in the contract through modification.

B.10 AWARD TERM INCENTIVE PERIODS

The Award Term Evaluation Plan (ATEP) establishes the award term evaluation procedures. See Section J, Attachment BB – Award Term Evaluation Plan for all details on how the Award Term construct will be utilized on this contract.

B.11 ACCOUNTING FOR SERVICE CONTRACT REPORTING

Costs associated with Accounting for Service Contract Reporting, as specified in Section C.5.1.1 are covered in CLIN X001 and relate to this Contract only.

C.1 BACKGROUND

The Department of Defense (DoD) developed the Military and Family Life Counseling (MFLC) program in 2004 as an initiative of the Office of the Deputy Assistant Secretary of Defense for Military Community and Family Policy (MC&FP), facilitating private and confidential Non-Medical Counseling services beginning with 24 MFLCs supporting an Army unit in Europe.

Throughout this document, the term “MFLC(s)” refers to the actual contractor counselor.

Throughout this document the term “MFLC services” refers to the MFLC Program model of delivery (i.e., non-medical counseling, consultation, and outreach).

Throughout this Performance Work Statement (PWS), the reference to a point of contact (POC) refers to a Government POC.

The MFLC Program was established to expand access to confidential, face-to-face counseling and reduce the barriers and stigma often associated with seeking counseling support. In 2007, the Child and Youth Behavioral (CYB) MFLC Program was added to provide additional non-medical counseling opportunities to the military service members’ families by supporting their dependents within the schools, child and youth development centers, and child-oriented programs they attend (e.g., summer camps).

Currently, the MFLC Program provides non-medical counseling, consultation, and outreach services to more than 200 military installations or nearby civilian communities located in most all of the 50 states, the District of Columbia, United States (U.S.) territories and commonwealths, and over 25 foreign countries including areas considered hazardous duty/danger zones. The MFLC services assignments includes rotational (i.e., 12 month term, with a 12 month extension, unless command requests 12 month only), camps, on-demand, and surge support services, which are both planned and reactionary. School assignments can be nine or 12 months in length. The MFLC services are requested directly from the Military Service Headquarters and the requirement is generated and approved through the MFLC Program Manager (MFLC PM).

The stresses of military life are complex, requiring a wide range of problem-solving skills to address areas such as: deployment, frequent relocations, isolation from extended family members, children coping with the absence of a parent, child education, and spousal employment. The DoD recognizes these difficulties and is committed to providing the necessary counseling support for military service members and their families. The program is critically important and a highly visible program within the DoD community. Overall, the MFLC Program was designed to rapidly deploy counselors for short- and long-term assignments based on each military branch’s specific need. Counselors are licensed to practice independently in the location where they are providing services. The exception to licensure requirements are for those counselors working towards independent licensure, under the supervision of a counselor licensed to practice independently, and within the guidelines of the state, commonwealth, or territory, as detailed in Section H of the RFP.

C.2 PURPOSE

The purpose of this contract is to procure MFLC face-to-face (i.e. in-person) non-medical counseling, consultation, outreach, management, and logistics support services to support the MFLC program.

C.3 SCOPE

The contractor shall provide face-to-face, confidential, non-medical counseling, consultation, and outreach services to all eligible participants (see Section C.3.3) and provide walk around services to support the global MFLC Program. In addition, the contractor shall provide all the management and logistical support required for face-to-face counselors to ensure the MFLC services being provided by the contractor are in accordance with (IAW) performance measures in the Performance Reference Summary (PRS) Service Level Agreements (SLAs) (**Section J, Attachment V**). MFLC services under this contract shall not include counseling to address clinical issues of a medical nature such as Post-Traumatic Stress Disorders (PTSD) and Traumatic Brain Injury (TBI); additionally, non-medical counseling is not appropriate for circumstances involving child abuse, sexual assault, domestic abuse, Duty-To-Warn (DTW) (harm to self or others); clinical mental health counseling, treatment, and/or therapy; and substance abuse treatment. The aforementioned issues require a warm hand-off to a more appropriate level of care and may also require mandated reporting to Government Points of Contact (POCs). The scope of this contract also excludes spiritual- and religious-based counseling intended to provide guidance related to religious values typically provided by military chaplains. MFLC services are not associated with any Military Medical Treatment Facility (MTF), excluding those required under an approved MFLC PM pilot initiative or by MFLC PM direction, mental health counseling service (those with an official diagnosis), TRICARE, or any other medical providers.

The contractor shall provide all services under the scope of this contract within its global footprint area of responsibility, of which is the Western Geographic Footprint: CONUS locations west of the Mississippi River and OCONUS locations in the Pacific Command (PACOM) and Southern Command (SOUTHCOM), as outlined in **Section J, Attachment Y**. CONUS is defined as the 48 continental states. OCONUS is defined as all locations outside the 48 continental states and includes Alaska and Hawaii. However and only if exercised, the contractor shall provide support to the Eastern Geographic Footprint (Larger Footprint): Continental United States (CONUS) locations east of the Mississippi River and OCONUS locations in the Africa Command (AFRICOM), European Command (EUCOM), and Central Command (CENTCOM), if required by the Government.

MFLCs are required to address the non-medical counseling needs of eligible participants (Section C.3.3) based on the specific emergent needs of each DoD Service branch at CONUS and OCONUS worksites worldwide. All MFLCs shall be credentialed, certified, provisionally licensed, or licensed to provide MFLC services in their respective assignment locations consistent with this PWS. Additionally, the contractor shall ensure that CYB-MFLC's supporting environments with children of all ages have the appropriate consultation skills to provide support to staff and parents.

C.3.1 MFLC PROGRAM COUNSELOR TYPES

MFLC services shall be provided by multiple types of MFLCs, with specialized credentials, experience, and requirements, that are uniquely tailored to address the specific needs associated with the following populations:

- a. Adult military members, caregivers, and spouses.
- b. Military members' child and youth dependents (including developmental stages starting at birth. Currently, there are approximately 400 CYB counselors in Child Development Centers (CDC)).
- c. Consultation and outreach to Leaders, service providers, and parents through support services.

MFLCs serve different assignment types and assignment lengths within the MFLC Program. Certain types of MFLCs may be able to serve multiple roles based on certifications and licensures within the state they are providing services. The current MFLC types are:

- a. Rotational MFLCs:
 1. Adult MFLCs for an expected 12-month assignment term, with a 12-month extension (IAW contract period of performance).
 2. CYB MFLCs providing support for children of any age working in early childhood settings for 12-month assignments (in accordance with (IAW) the contract period of performance). The CYB-MFLC would serve primarily to provide services for staff and parents and have specialized experience in early childhood mental health consultation. Specialized experience in early childhood mental health consultation includes any related trainings, credentials or certifications.
 3. CYB MFLCs working with children/youth for 12-month assignments, with a 12-month extension (IAW contract period of performance).
 4. CYB MFLCs serving in schools for an average of nine-month assignments (based on local school calendars).
 5. CYB MFLCs working with children/youth at summer camps or camps during school breaks on assignments that are one or two weeks in duration.
- b. On-demand MFLCs:
 1. Serving hourly or daily assignments (some very short notice requirements) typically up to three days both CONUS and OCONUS.
- c. Surge MFLCs:
 1. Performing surge support for typically 30 to 90 days that can extend to 180 days.
 2. Performing in geographically dispersed CONUS locations.
 3. Supporting National Guard and Reserves with an ability to surge during specific schedule to both OCONUS and CONUS locations.

C.3.2 MFLC PROGRAM ASSIGNMENTS AND PLACE OF PERFORMANCE WORKSITES (FOOTPRINT)

Applicable locations within the respective geographic areas of responsibility include:

SECTION C – DESCRIPTION / SPECIFICATIONS / PERFORMANCE WORK
STATEMENT

- a. Military Bases - CONUS and OCONUS.
- b. Military and family support centers.
- c. Child development centers.
- d. School and youth camps.
- e. Embedded in military units.
- f. Pediatric clinics (example: HealthySteps pilot program).
- g. Targeted “surge” locations.
- h. On-demand events.

The contractor shall ensure that all CONUS-based MFLC assignments are filled with counselors credentialed, certified, provisionally licensed, or licensed to practice independently (Masters/Doctorate level) for the state in which they are assigned. MFLCs assigned to OCONUS (excluding Alaska and Hawaii) locations shall be credentialed, licensed (not provisionally licensed) and certified in any state, the District of Columbia, or a U.S. territory/commonwealth. Exception: MFLCs with assignments in US territories with established state licensing boards, must follow the established rules and guidelines for licensure. Regardless of the location or the assignment, the contractor shall ensure that participants are receiving MFLC services that adhere to applicable professional standards of practice set forth by Federal, state, and local laws, as well as relevant DoD and Military Branch of Service policies.

The success of the MFLC Program requires effective communication and support in a unique environment comprised of a relationship between MFLC PM, the services headquarters, and local POCs. MFLC stakeholders, roles, and responsibilities are provided in **Section J, Attachment I**. The contractor shall coordinate with the local Government POC for location specific logistics. The local POC will provide base access and basic base services, including a meet and greet with the applicable population, base specific training requirements, and any relevant installation information. Local POCs will work with the MFLC PM to obtain approvals for support through an automated online system (currently Business Operations Support System (BOSS)). School systems’ local liaisons also utilize the automated online system, with Memoranda of Understanding (MOU) between the contractor and the school system. See Section 5.1.13 for additional details.

In a typical scenario, once the local POCs identify the need for MFLC support and submit a request for services, the request will move to the Service headquarters, and then to the MFLC PM for approval. The approved request will be sent to the MFLC Resources and Oversight Technical Point of Contact (TPOC) point of contact and FEDSIM Contracting Officer’s Representative (COR), creating a bona fide need for service. The assignment request will then be provided to the contractor.

The MFLC program baseline footprint and capacity overview is provided in **Section J, Attachment Y**.

C.3.3 MFLC PROGRAM PARTICIPANT ELIGIBILITY

The individuals listed below are eligible to receive MFLC Services (to include non-medical counseling, consultation, and outreach) under the MFLC Program. Over the course of this contract period of performance, the DoD may also designate other categories of personnel to be eligible MFLC participants.

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STATEMENT

- a. Service members of the Military Services (Army, Navy, Marine Corps, and Air Force including the Space Force) and their immediate family, which includes spouses, as defined by 1 U.S. Code (U.S.C.) Section 7, children, and anyone who has legal responsibility for a Service member's children or dependent parent during deployment or separation;
- b. Veterans and their immediate families are eligible for up to 180 days past separation from the military.
- c. Members of the Army and Air National Guard, the Army, Navy, Marine Corps, and Air Force Reserves (including the Selected Reserve, Individual Ready Reserve, and Standby Reserve), regardless of activation status, and their immediate family, which includes spouses, as defined by 1 U.S.C. Section 7, children, and anyone who has legal responsibility for a Service member's children or dependent family member during deployment or separation.
- d. Members of the U.S. Coast Guard on active duty and activated reserve personnel deployed or mobilized under the Title 10 authority of the DoD.
- e. Members of the DoD Civilian Expeditionary Workforce during the 90 days prior to deployment and 180 days post-deployment, and their immediate family, which includes spouses, as defined by 1 U.S.C. Section 7, children, and anyone who has legal responsibility for a Civilian Expeditionary Worker's children or dependent family member during deployment or separation (see Directive-Type Memorandum (DTM)-17-004 January, 25, 2017, DoD Expeditionary Civilian Workforce.).
- f. Youth participants who are in a classroom and/or group setting with other military service member's dependents. The whole classroom, youth group, and/or camp shall receive applicable CYB counseling support even though the group may contain non-military dependent youth.
- g. Caregivers for military personnel and their families. Caregivers are defined in Section J, Attachment EE – Data Dictionary.
- h. Foreign military members and their families (only those authorized in the Defense Enrollment Eligibility Reporting System (DEERS) are eligible for MFLC services).
- i. Survivors. Eligible survivors include non-remarried surviving spouses and children of active-duty, National Guard, and reserve service members regardless of activation status and cause of death of the service member.
- j. MFLC PM approved populations, as required (e.g. Civilian populations at austere locations).

C.3.4 CURRENT ENVIRONMENT

MFLC services are confidential, with the exception of domestic violence, child abuse/neglect, problematic sexual behavior in children and youth, suicidal or homicidal threats, or other threats of harm to self or others; the counseling services for these exceptions are out of scope. The contractor shall perform DTW through applicable policies in these situations. The reporting procedures and applicable DoD Instructions (DoDIs) are provided in C.5.3. Additional reporting protocols are both location and type specific. The local POCs will advise on location-specific reporting protocols.

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MFLC services include MFLCs conducting counseling sessions that are initiated through a variety of methods (e.g. walk around, Military OneSource (MOS), Chaplin, Commander, school principal). MFLC services are ordered and cancelled on a daily basis, as Service members, their families, and the military community require, in response to emerging needs and the daily stressors of military life. The MFLC Program must rapidly respond to emerging crisis situations for military communities on and off installations by sending additional resources or making immediate realignments of resources.

Types of MFLC services include traditional counseling sessions and non-traditional walk around services, under which the MFLC service is initiated via socialization (proactive interactions initiated by the MFLC). Types of sessions include individual, group, couples, and family within and outside the assignment location. Non-traditional walk around participant outreach is needed in order to provide services when and where participants need support. MFLC services provided to military children and youth of all ages include collaboration and consultation with teachers, parents, and administrators to strengthen and increase the child's/youth's capacity for healthy development. These sessions may vary in location and duration, ranging from a few minutes to an hour or longer. Counseling and consultation (e.g., working with parents of children who are receiving services, working with parents for non-verbal children, discussions with stakeholders on issues impacting units), and outreach services provided address issues that occur across the military lifecycle and help service members and their families cope with the uniqueness of military life as well as the specific stresses and adverse situations that can arise. Additionally, MFLCs serving adult populations can provide valuable consultation to commanders and service providers while protecting the program's hallmark of confidentiality. On an annual basis, eligible participants may receive up to twelve non-medical counseling sessions per person, per issue. Eligible participants are defined in Section C.3.3. These services aid in the prevention or reduction of the effects of stressors that may detract from military and family readiness. Furthermore, the MFLC services are intended to augment, not replace, other DoD support services/programs or staff available for eligible participants.

MFLC services initiations, and approval are enabled through the use of the Government-owned online, web-based system (currently BOSS) through which a Government POC may request rotational, surge, and on-demand MFLC support for adults, child/youth, as well as infant services.

C.3.5 RESPONSE TIMES AND STAFFING IDENTIFICATION

The Government requires contractor acknowledgement of an assignment within one day. Additionally, the Government requires a response from the contractor with the name of the counselor identified to support within the timelines as outlined below:

- a. Crisis Events (e.g., suicide, Killed in Action (KIA), natural disaster, Casualty Assistance): 24 hours.
- b. On-Demand Services (Task 4): Three business days
- c. Short-term Camp (i.e. weekend camp): Three business days
- d. Long-term Camp (i.e. weekly/summer camp): Five business days
- e. Surge Support Services (Task 5): Ten business days
- f. Rotational: Ten business days

C.4 OBJECTIVES

The objectives of this contract are the following:

- a. Maximize the availability of MFLCs and types of MFLC services provided to eligible participants through effective and efficient utilization of the contractor's staff bench in providing flexible MFLC services.
- b. Maximize the effectiveness of counseling regardless of assignment type, location, or duration. The contractor shall quickly respond to approved MFLC assignment requests and efficiently deploy appropriately credentialed, certified, and licensed counselors with the skills and capabilities suitable for addressing the needs of eligible participants at identified and assigned CONUS/OCONUS locations.
- c. Maximize management control and visibility. The contractor shall provide effective and efficient management, accountability, visibility, oversight, and reporting of counselor accountability for maximizing MFLC services provided to participants through standardized and innovative processes, procedures, and tracking mechanisms.
- d. Integrate and build consultation capabilities in order to collaborate more effectively with stakeholders, including commanders, service providers, teachers, caregivers, and parents.
- e. Maximize the DoD community's (to include eligible participants)) knowledge of the capabilities of supporting MFLC programs such as Military OneSource and Spouse Education and Career Opportunities (SECO).

C.5 TASKS

- a. Task 1: Program Management
- b. Task 2: Transition-In and Transition-Out
- c. Task 3: MFLC Services (Non-Medical Counseling, Consultation, and Outreach)
- d. Task 4: On-Demand Services
- e. Task 5: Surge Support Services
- f. Task 7: Eastern Geographic Optional Footprint (OPTIONAL TASK)
- g. Task 8: Virtual Support Services (OPTIONAL TASK)

C.5.1 TASK 1 –PROGRAM MANAGEMENT

The contractor shall provide program management support under this contract to support a single geographic footprint. This includes the management and oversight of all activities performed by contractor personnel, including subcontractors, to satisfy the requirements identified in this PWS.

C.5.1.1 SUBTASK 1 – ACCOUNTING FOR SERVICE CONTRACT REPORTING

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract. The contractor shall completely fill in all required data fields using the following web address: <http://www.sam.gov>.

Reporting inputs will be for the labor executed during the period of performance during each Government Fiscal Year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the support desk at: <http://www.sam.gov>.

C.5.1.2 SUBTASK 2 – COORDINATE THE PROJECT KICK-OFF MEETING

The contractor shall schedule, coordinate, and host a Project Kick-Off Meeting at a location approved by the Government (**Section F, Deliverable 01**). The meeting will provide an introduction between the contractor personnel and Government personnel who will be involved with the contract. The meeting will provide the opportunity to discuss technical, management, counselor assignments, and security issues, as well as invoicing, travel authorization, and reporting procedures. At a minimum, the attendees shall include Key contractor Personnel, representatives from MCSP, other relevant Government personnel, the MFLC Program Manager (PM), the MFLC TPOC, the FEDSIM Contracting Officer (CO), and the FEDSIM COR.

At least three days prior to the Project Kick-Off Meeting, the contractor shall provide a Project Kick-Off Meeting Agenda (**Section F, Deliverable 02**) for review and approval by the FEDSIM COR, MFLC PM, and the MFLC TPOC prior to finalizing. The agenda shall include, at a minimum, the following topics/deliverables:

- a. Introduction of Team Members and Personnel.
- b. Roles, responsibilities, and lines of communication between the contractor and Government.
- c. Staffing status.
- d. Overview of program tasks areas.
- e. Contract administration and invoicing requirements.
- f. Draft format for MFLC Program Financial Report (**Section C.5.1.5**).
- g. Draft Project Management Plan (**Section C.5.1.3**) (schedules, tasks, etc.).
- h. Contract logistics (e.g., security discussion and requirements (i.e., building access, badges, Common Access Cards (CACs)).
- i. Transition-In Plan (**Section F, Deliverable 21**) and discussion.
- j. OCONUS status (OCONUS coordination POCs provided at contract award):
 1. Theater Business Clearance (TBC).
 2. Synchronized Pre-Deployment and Operational Tracker (SPOT) Letters of Authorization (LOA).
 3. Government-Furnished Life Support Validation (GFLSV).
 4. DoD Contractor Personnel Office (DOCPERS) Online Processing System Troop Care Provider (TCP).
 5. Status of Forces Agreement (SOFA).
 6. Aircraft and Personnel Automated Clearance System (APAC).

The Government will provide the contractor with the number of Government participants for the Kick-Off Meeting, and the contractor shall provide sufficient copies of the presentation for all present.

The contractor shall provide a Kick-Off Meeting Minutes Report (**Section F, Deliverable 03**) documenting the Kick-Off Meeting discussion and capturing any action items.

C.5.1.3 SUBTASK 3 – PREPARE A PROJECT MANAGEMENT PLAN (PMP)

The contractor shall prepare and deliver a PMP that is based on the contractor's solution. The contractor shall utilize the PMP as the foundation for information and resource management planning. At a minimum, the PMP shall:

- a. Describe the proposed management approach and contractor organizational structure.
- b. Provide an overall Work Breakdown Structure (WBS) for CLIN X001 (Tasks 1,2, and corresponding subtasks within Task 1 and 2 when appropriate) and associated responsibilities and partnerships between the Government and contractor at a level of detail sufficient for the contractor to manage the work at no less than a week-by-week basis.
- c. Describe in detail the contractor's approach to risk management under this contract and its approach to communication including processes, procedures, and other rules of engagement between the contractor and the Government.
- d. Describe in detail the contractor's quality control methodology for accomplishing contract requirements. This includes how the contractor's processes and procedures will be tailored and integrated with the Government's requirements to ensure high quality performance.
- e. Contain detailed Standard Operating Procedures (SOPs) for Section C.5 task areas.
- f. Contain a Communication Plan to identify and track all required communications in support of the PMP, which identifies all key stakeholders and appropriate communications format (e.g., meetings, briefings, and SharePoint), content, and schedule.
- g. Detail SLAs under the contract. SLAs shall be incorporated as part of the PMP (**Section F, Deliverable 05**) due at the Kick-off Meeting.
- h. Include the contractor's SOPs supporting contract requirements for:
 1. Travel.
 2. Work hours.
 3. Leave.
 4. Staff training policies.
 5. Problem or issue resolution procedures, which reference applicable DoDIs.
 6. Staff accountability.

The contractor shall provide the Government with a PMP (**Section F, Deliverable 05**) on which the Government will make comments. The PMP (**Section F, Deliverable 05**) shall incorporate the Government's comments and be updated as changes in the program occur. The PMP shall be reviewed and updated (**Section F, Deliverable 05**) as needed on an annual basis, at a minimum, utilizing a summary of change procedure that annotates the version and tracks all the changes from the previous version. The contractor shall conform to the latest Government-approved version of the PMP.

C.5.1.4 SUBTASK 4 – CONDUCT MONTHLY STATUS MEETINGS

The contractor Program Manager (PM) shall convene a Monthly Status Meeting with the MFLC TPOC, FEDSIM COR and other Government stakeholders (**Section F, Deliverable 06A**). The MFLC PM will participate as an observer. The purpose of this meeting is to ensure all

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stakeholders are informed of the preceding month's contractual activities and provide opportunities to identify other activities and establish priorities and coordinate resolution of identified problems or opportunities. The contractor shall also utilize these meetings, as well as ongoing open channels of communication, to present the MSR and notify the FEDSIM COR and MFLC TPOC of any issues that might impact the successful completion of tasks and/or deliverables, as well as provide recommendations to mitigate the impediment(s).

The contractor PM shall conduct a monthly Technical Status Meeting with the MFLC PM, MFLC TPOC, and other Government stakeholders (**Section F, Deliverable 06B**). The FEDSIM COR will participate as an observer. The purpose of these meetings is to ensure all stakeholders are informed of the monthly technical activities, provide opportunities to identify other activities, establish priorities, and coordinate resolution of identified problems or opportunities.

As the capabilities of the Program Information Center (PIC) (**Section C.5.1.11**) mature, the contractor shall provide monthly status meetings utilizing the PIC.

The contractor shall submit Monthly Meeting Minutes Reports (**Section F, Deliverable 08**).

C.5.1.5 SUBTASK 5 – PREPARE A MONTHLY STATUS REPORT (MSR), PREPARE MFLC FINANCIAL REPORTS, AND CONDUCT TECHNICAL STATUS MEETINGS

The contractor shall develop and provide an MSR (**Section F, Deliverable 07**). The MSR shall include the following:

- a. Activities during the reporting period, by task (include ongoing activities, new activities, and activities completed, and progress to date on all above mentioned activities). Each section shall start with a brief description of the task.
- b. Problems and corrective actions taken. Also include issues or concerns and proposed resolutions to address them, as well as updates on risks and associated mitigation plans.
- c. Personnel gains, losses, recruiting and hiring updates, and status (i.e., licensure or clearance, training, or certification forecasted changes).
- d. Summary of trips taken, trips forecasted, and ODCs purchased.
- e. Government actions required and dependencies.
- f. Risk register, detailing project and program risks that the contractor is tracking, who the contractor's and/or Government's risk owner/tracker is, ratings on a high/medium/low basis regarding impact and probability, and proposed mitigation plan.
- g. Accumulated invoiced cost for each Contract Line Item Number (CLIN) up to the previous month.
- h. Projected cost of each CLIN for the current month and forthcoming months within the period of performance.

The contractor shall submit a monthly MFLC Program financial report, which shall be included as an attachment to the MSR. The contractor shall develop and present a draft MFLC Program financial report at the Kick-Off Meeting (**Section C.5.1.2**). The Government will provide written approval of the proposed format, and this approved format shall be utilized for the monthly

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MFLC Program financial report. The contractor shall utilize comprehensive financial measures, processes, and procedures to manage all aspects of tracking costs associated with performing all aspects of the contract. The contractor shall establish and implement audit trail capabilities, internal controls, corrective action procedures, and reporting capabilities. The MFLC financial report shall include the following:

- a. Monthly expenditures by Military Service Branch (i.e., specific location and branch of service) and contract level from the start of the period of performance.
- b. Projection of monthly expenditures and labor hours for CLIN 1, Task 1 and Task 2, at the subtask level, starting with the current month through the end of the period of performance.
- c. Funded levels by CLIN, location, and Military Service Branch.
- d. Labor hours incurred to date by CLIN, location, and Military Service Branch.
- e. Cost incurred, not yet invoiced.
- f. Funds remaining by CLIN.
- g. Diagram reflecting funding and burn rate by month for the contract by CLIN and Military Service Branch.
- h. Cumulative invoiced amounts for each CLIN up to the previous month.
- i. Actual current and cumulative dollars expended for small businesses compared to contract subcontracting goals up to the previous month.

C.5.1.6 SUBTASK 6 – PROVIDE MEETING REPORTS

The contractor shall submit Meeting Reports (**Section F, Deliverable 09**), as requested by the MFLC TPOC, MFLC PM, and/or FEDSIM COR, to document meetings (e.g., Technical meetings, weekly meetings). The Meeting Reports shall, at a minimum, include the following information:

- a. Meeting attendees, their contact information, and organizations represented.
- b. Meeting date and location.
- c. Meeting agenda.
- d. Purpose of meeting.
- e. Summary of what transpired (issues and risks discussed, decisions made, and action items assigned).
- f. Conclusion(s).
- g. Recommendation(s).
- h. Next scheduled event(s) affecting or affected by the meeting.

C.5.1.7 SUBTASK 7 – PREPARE TRIP REPORTS

The Government will identify the need for a Trip Report (**Section F, Deliverable 10**) when the request for travel is submitted. The contractor shall keep a summary of all long-distance travel including the name of the employee, location of travel, duration of trip, and POC at travel location. Trip reports shall also contain Government approval authority, total cost of the trip, a detailed description of the purpose of the trip, and any knowledge gained.

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Trip Reports are only required for the travel of contractor personnel who do not ordinarily submit Activity Reports as a required component of their work.

C.5.1.8 RESERVED

C.5.1.9 SUBTASK 9 – PROVIDE QUALITY MANAGEMENT PLAN (QMP)

The contractor shall provide high quality management in all aspects of the MFLC Program. The contractor shall develop and provide a QMP (**Section F, Deliverable 11**). The contractor shall periodically update the QMP as changes in program processes are identified and at minimum as stated for (**Section F Deliverable 11**).

Within the QMP, the contractor shall identify its approach for providing quality management in meeting the requirements of the contract. The contractor's QMP shall describe its quality management methodology for accomplishing contract performance expectations and objectives, including services provided and data reporting; and, it shall fully discuss its validated processes and procedures that provide high-quality performance for each task. The QMP shall describe how the processes integrate with the Government's requirements.

The Government intends to utilize an Award Fee Determination Plan (AFDP) (**Section J, Attachment D**) and Service Level Agreements (**Section J, Attachment V (pre-award)** and **Section F, Deliverables 04 (post award)**) to ensure the required performance standards and quality levels for this contract are achieved by the contractor.

C.5.1.10 SUBTASK 10 – PROVIDE MFLC PROGRAM DATA CAPTURE AND REPORTING

The collection, compilation, and statistical analysis of data related to the delivery of the MFLC Program are integral functions of the Government's operational oversight. The Government reviews captured data and information for accuracy, and it validates this data for integrity. The Government utilizes this data to identify trends, issues, and special interest items, or to conduct program research and assessments.

The contractor shall accurately capture program data, as required in MFLC Activity Record and compile Operational Oversight Reports in order to contribute to the Government's ability to manage the MFLC Program, allocate resources, and maximize the contribution to readiness, resilience, and retention of the military and family members.

Current MFLC Activity Records and Operational Oversight Reports are described in this section with additional specific guidance and information provided below and in **Section F, Deliverables 13-20**. In addition to the reports described below, unique or emergent circumstances may require modifications, revisions, or updates, as well as an addition of one-time and/or regular reoccurring reports.

Specifically, the contractor shall provide the MFLC Activity Records – Raw Data Files (**Section F, Deliverable 12**).

Additionally, the contractor shall provide the following Operational Oversight Reports:

- a. MFLC Deficiency Report (**Section F, Deliverable 13**)
- b. MFLC Staffing Status Report (**Section F, Deliverable 14**)

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- c. DTW and Mandated Report Summary (**Section F, Deliverable 15**)
- d. Adverse Incident Report (**Section F, Deliverable 16**)
- e. Adverse Incident Log (**Section F, Deliverable 17**)
- f. Exposure Update Report (**Section F, Deliverable 18**)
- g. Surge Summary (**Section F, Deliverable 19**)
- h. Caregiver Forum Report (**Section F, Deliverable 20**)
- i. Healthy Steps Monthly Report (**Section F, Deliverable 30**)

The Government has standardized data collection requirements, in order to ensure consistency of the data contained within the records and reports in the MFLC Program Data Dictionary (**Section J, Attachment EE**). The MFLC Program Data Dictionary serves as the source document for the development and implementation of the MFLC Activity Records and Operational Oversight Reports.

The MFLC Program Data Dictionary is the established set of data elements that describe the field, value, and format to be collected by the MFLC in the performance of all counseling activities. Depending on the counseling method (e.g., camp, school, walk around, traditional), the contractor shall capture the established data elements for each participant serviced, consultation action performed, or outreach activity executed, and report these elements at least daily. The contractor shall ensure that activity data is captured consistently IAW the Program Data Dictionary fields and definitions. The MFLC shall report activity data in the MFLC Activity Record within 48 hours of reportable activities. The contractor shall continuously compile and provide the government a Raw Data file (Microsoft Excel file and comma-separated values format) on a monthly basis (**Section F, Deliverable 12**). The contractor shall ensure MFLCs are reporting activity detail for each interaction to a level compliant with the MFLC Program Data Dictionary (e.g. reporting data accurately vs. inaccurately to avoid having to spend more time filling out additional fields).

The data captured on the Operational Compliance Reports includes the data fields described in the MFLC Program Data Dictionary. The contractor shall ensure that the data contained within the records and reports are accurate and consistent with the MFLC Program Data Dictionary and Operational Compliance Report completion instructions at all times.

The MFLC Program Data Dictionary is regularly reviewed by the Government and data elements, fields, values, names, and descriptions may be updated, modified, added, or deleted in order to support MFLC PM or higher level requirements. All updates to the MFLC Program Data Dictionary, Operational Compliance Reports, or additional one-time and/or regular reoccurring reports will be incorporated via contract modification. The contractor shall incorporate these changes into its data capture and reporting procedures to match the updated MFLC Program Data Dictionary, Operational Compliance Reports, or other one-time or reoccurring reports. The implementation of these changes/updates will begin on the first day of the month following the contract modification.

Below is a list of requirements for each report:

- a. MFLC Activity Record - Raw Data Files (**Section F, Deliverable 12**): The data files are compiled from the MFLC Activity Records that are derived from the 67 data elements contained in the MFLC Program Data Dictionary (**Section J, Attachment EE**). The Raw

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Data Files captures all of the data from each MFLC Activity Record submitted each day by each counselor for a one-month period.

- b. MFLC Deficiency Report (**Section F, Deliverable 13**): This report serves as a validation of the status of fulfillment of each assigned Unique Numerical Identifying (UNI).
- c. MFLC Staffing Status Report (**Section F, Deliverable 14**): This report is comprised of two tabs. The Counselor Certification & Credentialing tab serves as the confirmation of the status of counselor qualifications, licensing, background investigations, personnel assignment and request for all background checks, foreign country clearances, and Special Agency Checks, as needed, prior to counselor assignments. The Weekly Staffing Status tab serves as the confirmation of assignment details related to an assignments location, service delivery modality, installation/location status, and contact details.”
- d. DTW and Mandatory Report Summary (**Section F, Deliverable 15**): This report serves as a record of account for all DTW and Mandatory Report occurrences.
- e. Adverse Incident Report (**Section F, Deliverable 16**): This report serves as an immediate notification of any adverse MFLC activity that could result in a negative consequence on the MFLC Program.
- f. Adverse Incident Log (**Section F, Deliverable 17**): This report is a summary of all Adverse Incidents submitted as a monthly follow-on to all Adverse Incident Reports.
- g. Exposure Update Report (**Section F, Deliverable 18**): This report serves as the tracking mechanism of MFLC work disruptions due to COVID-19 exposure.
- h. Surge Summary Report (**Section F, Deliverable 19**): This report is provided by the Surge MFLC as a follow-on status report of the activities that occurred during the surge assignment.
- i. Caregiver Forum Report (**Section F, Deliverable 20**): This report is provided by the MFLC assigned to participate in a Caregiver or Peer-to-Peer forum as a follow-on status report of the activities that occurred during the forum.
- j. Healthy Steps Report (**Section F, Deliverable 30**): This report is a summary of all Healthy Steps submitted as a monthly follow-on status report.

In special circumstances, and as directed by the Government, the contractor may be required to provide additional data and documentation. This additional data and documentation will not disclose the contents of a non-medical counseling session. The contractor shall immediately provide any concerns of additional documentation requested to the FEDSIM COR, MFLC TPOC and MFLC PM. As an example, MFLCs may be directed to annotate notes in Government-owned systems in order to facilitate care coordination; this applies to select positions (e.g. HealthySteps). In the event that additional data and documentation is required to be entered in a Government-owned system, the Government will facilitate system access and provide overview training, prior to MFLC assignment.

In support of this requirement, the contractor shall provide requested data and documents in a highly responsive, flexible, and timely manner. In support of this subtask, data for mandatory reports should be maintained, allowing for reporting over the life of the contract, and maintained for a period, in accordance with Government retention requirements, for six years. The contractor shall support the Government’s requests for ad-hoc data elements or data reporting encompassing various topics/subjects of interest which are also critical for program decision-

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making, inquiries, and reporting. Ad-hoc reporting may be required within a few hours of the request, while more comprehensive reports may take longer to obtain but are still needed in a timely manner. Specifically, the contractor shall provide additional information (as noted by the Government in advance, in support of pilots) such as:

- a. Name of service member or family member seen (related to HealthySteps pilot).
- b. Number of sessions held.
- c. Presenting problem.
- d. Whether parents participated in the sessions, if applicable.
- e. Whether there is intent to continue to provide future services.
- f. Name of the counselor providing services.
- g. If the session reached threshold of DTW.
- h. Referrals and/or resources provided.

C.5.1.11 SUBTASK 11 – PROGRAM INFORMATION CENTER (PIC)

The contractor shall create, manage, maintain, and host a secure, accessible PIC business intelligence (on-line portal) capability to create visibility and accountability within the MFLC Program, and provide role-based access with standardized formatting and presentation views (**Section F, Deliverable 23 and 24**). This capability shall utilize business intelligence to query and display ad hoc reports, and queries to report accountability of MFLC assignment and worksite operations worldwide. The contractor shall develop all policies and procedures governing the use of the PIC, and it shall maintain security and oversight of this capability.

The PIC shall be a quick reference for the contractor and Government management to determine the health of the MFLC Program being supported by the contractor. The PIC does not eliminate the need to provide reporting IAW contract requirements (Section C.5.1.10), but it is intended to supplement reporting by providing data analysis that includes information contained on the activity reports, staffing sheets, and other program management metrics that provide an overall status of the MFLC Program.

The initial version of the PIC shall be presented to the Government as soon as possible after the completion of transition-in, but No Later Than (NLT) 120 days after Program Start.

Specifically, the PIC shall have the technical capability to provide to the Government, near real-time resource (48 hours) and program management data, including the following:

- a. At-a-glance summaries of MFLC operations, up-to-date metrics (as proposed by the contractor), and problem notifications.
- b. Query capabilities that allow the Government to generate custom data reports
- c. Personnel management per geographical and worksite location, financial resource management, and budgeting.
- d. A bulletin board or similarly designed interface allowing for open/secure informal communications between the Government, contractor, and contractor personnel.
- e. Data transfer capability, non-automated, in various formats (such as CSV) to MFLC Program approved Government databases.

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Some examples of what the Government would like to be able to analyze are: 1) number of filled positions, open vacancies and gapped days (where an MFLC may be on leave) by geographic location, specific worksite, and specific MFLC type; 2) Financial tracking capability to track incurred cost against the contract funding allocations and ceiling, and; 3) MFLC Activity Report data that coincides with the MFLC Program Data Warehouse.

The contractor shall maintain data security, maintain privacy, and safeguard sensitive data, with applicable access controls IAW DoD and MC&FP policies, and ensure that activity data for reporting is available and accessible through the PIC. The contractor shall provide:

- a. Support of standardized reporting and near real time status (48 hours) reporting.
- b. Invoicing, financial status, contract funds status, staffing status, background check status, travel, and ODC authorizations.
- c. Other key performance indicator data supporting reports and dashboards, based on various MFLC PM, Service Headquarters, and Installation stakeholder's needs, ad-hoc reports, and Monthly, Quarterly, Annual, and Fiscal Year (FY) rollups as approved by the Government.
- d. Quality Assurance data elements.

C.5.1.12 SUBTASK 12 – GOVERNMENT POC COORDINATION AND ASSIGNMENT FULFILLMENT

The contractor shall initiate coordination with the Government POC (C.3.2) at each installation once a TDL has been issued, and request for service has been approved through the online automated system (currently BOSS). The contractor shall not provide a dedicated resource without prior coordination with the Government POC and without verification and validation of the specific needs of the location the POC supports. The contractor shall maintain direct lines of communications with the POC to ensure that the POC is aware at all times of the MFLC's movements through all staffing phases (e.g., identification of a resource, status as MFLC moving through the security in-processing, expected start date, and departure date). The contractor shall maintain these lines of communication with the POC at all times for both new and current assignments at the POC's specific location.

The contractor shall ensure that all coordination with the POC is transparent to the MFLC PM. For any situation where the contractor is having communication/coordination issues with the POC, it shall be reported to the MFLC PM in a timely manner to ensure appropriate direct involvement. MFLC services shall be complementary and supportive of the POC's program.

C.5.1.13 SUBTASK 13 – ADMINISTER CONUS AND OCONUS LOGISTIC SUPPORT

The contractor shall be responsible for maintaining logistical support to ensure an efficient and effective staffing resource that is properly prepared to start providing support the day the MFLC arrives on location. This logistical support includes ensuring that the MFLC has passed all security and background checks, is qualified and properly certified to provide services to the eligible participants, has complete awareness of the MFLC Program, and has all the resources and tools available to begin providing services and meet data collection and reporting requirements of this contract. The contractor shall coordinate all activities (e.g., security in-processing, required local training) with local POCs at assigned worksites (C.3.2, C.5.1.12),

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ensuring that all contractor assignments are executed on schedule and IAW all required directives and local procedures.

In addition, for OCONUS locations, the contractor shall be responsible for understanding and fully complying with the applicable DoD directives for temporary or long-term OCONUS deployed personnel. The contractor shall coordinate all activities with the local Government personnel at the assigned worksite to ensure that all contractor deployments are executed on schedule and IAW all required directives. This contractor logistical support shall include direct assistance with all actions required to deploy contractor personnel to deployable operational areas. The contractor shall stay abreast of all deployment requirements with an ever changing OCONUS environment to ensure all deployment requirements are met at all times. These OCONUS logistic support requirements are further detailed in Sections H.11, H.12, H.13, and H.14.

For CONUS public school locations (Non-DoD Education Activity (Non-DODEA)), the CYB-MFLC or the contractor may be required to complete a Memorandum of Understanding (MOU) with the specific local school system. MOUs are not required for all schools; they are usually specific to certain school districts. MOUs are updated annually, and some MOUs may have insurance requirements. A sample MOU is provided in **Section J, Attachment I**. Current MOU requirements are provided in **Section J, Attachment I**. When possible, locations requiring MOUs will be highlighted in advance, but as part of its logistical effort, the contractor shall work with the local Government POCs to understand all potential locations where an MOU is required. The contractor shall ensure that MOUs are completed appropriately to comply with the requirements of this contract and DoD policies. Should an MOU conflict with this contract or DoD policy, the contractor shall immediately notify the MFLC TPOC and FEDSIM COR prior to executing the MOU.

C.5.1.14 SUBTASK 14 – MFLC PROGRAM SPECIFIC TRAINING AND PROGRAM INITIATIVES

Throughout the course of the period of performance, the MFLC PM office may require that all MFLCs take training that is complementary to the MFLC Program execution; this training will be funded by the MFLC Program through approved processes in Section H of the contract. The contractor shall manage, execute, and support MFLC Program-specific training requirements as communicated from the MFLC PM. The contractor shall expect one to three required trainings each year. Training can be virtual or in person. This training will be conducted during normal working hours, and it will be considered part of non-traditional walk around counselor time for reporting/billing. The contractor shall be responsible for maintaining and reporting data related to this program-specific training (e.g., Pass/Failure rate, responses to specific questions). As an example, the Government may seek to standardize relationship support provided through the MFLC Program by requiring all MFLCs to take the same relationship training. To implement this effectively, the Government may evaluate several forms of relationship counseling/support styles by having small groups of MFLCs (50-100) train in different interventions and comparing outcomes.

The contractor shall provide management for initiatives, studies, and pilot programs supported by MFLCs (**C.5.3.4**), which are in response to congressional mandates, efficiencies, or other directives within the scope of this contract. All CYB assigned to these pilot positions will

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receive this assignment specific training prior to reporting. This includes coordination of studies requirements, knowledge management support to supported counselors, logistical coordination/liaison with treatment facilities or CDCs POCs, and developing summary level briefings, analysis, and resultant reports.

C.5.1.15 SUBTASK 15 – ADVERSE INCIDENT MANAGEMENT

Due to the nature of the MFLC requirement, overall program sensitivity, and the need for the MFLC PM to maintain complete awareness to execute its mission, the contractor shall maintain awareness and properly report Adverse Incidents through appropriate and approved procedures.

Adverse incidents include a range of events and situations that may cause harm or injury to a participant or reflect poor judgement/performance, and/or unsatisfactory behavior by an MFLC. Adverse incidents also include actions that negatively impact the DoD through media attention including suicide, homicide, serious harm or injury, and any other event or situation that may reflect negatively on the MFLC Program and the DoD.

In the event of an Adverse Incident, the contractor shall follow prescribed policies and procedures listed in MFLC Adverse Incident Report (**Section J, Attachment DD**) for compliance review, and provide written notification to the MFLC PM, MFLC TPOC, FEDSIM COR, and the FEDSIM CO immediately and NLT 24 hours of becoming aware of the situation (**Section F, Deliverable 16**).

The contractor shall provide the adverse incident data elements (**Section J, Attachment DD - MFLC Program Adverse Incident Report**). The contractor shall also upload these elements to the PIC (once operational) within 24 hours of incident awareness.

The contractor shall immediately remove an MFLC when the situation warrants (i.e., a CYB MFLC striking a child or an MFLC arrested for offenses depicted in DoDI 1402.05) or the FEDSIM CO requests such action. The Government will review all reported adverse incidents, conduct an investigation, and provide a determination with a recommended course of action (if applicable) within ten days of the incident being reported/submitted. The reasoning for immediate stand-down may vary by location, but may be due to an adverse incident (i.e., failed background investigation, improper relationship, or improper conduct (e.g., touching, hitting, grabbing), an MFLC arrested for offenses depicted in DoDI 1402.05). Program and school reporting procedures will be followed for MFLC child abuse allegations. At the Government's discretion, all contractor personnel associated with the adverse incident under investigation may be temporarily removed from the MFLC assignment and worksite pending a determination. The review will be conducted by the MFLC PM, MFLC TPOC, and MC&FP Adjudications Team, when applicable, to determine if the MFLC remains suitable for performance on the MFLC Program or this contract. If an MFLC is found to no longer be suitable to support the MFLC Program, or this contract, the FEDSIM CO will provide notification in writing to the contractor of the adjudication results. The only role the FEDSIM CO and the COR have in the resolution process is the notification to the contractor of the decision. The contractor shall execute the decision and at no time shall the contractor enter into negotiations with any installation personnel relative to the removal of an MFLC.

Local Government POCs have no approval authority under this contract, except as the result of an immediate stand-down (i.e., MFLC is immediately removed). The Office of the Secretary of Defense (OSD) program management office will determine if the counselor should be stood

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down (not providing counseling service) while an investigation is conducted. The MFLC PM will review the facts and make a determination if the counselor should be removed from the program, reassigned, or additional training is required.

C.5.2 TASK 2 –TRANSITION-IN AND TRANSITION OUT

C.5.2.1 SUBTASK 1 – PROVIDE TRANSITION-IN

The incoming contractor staff shall work with incumbent contractors, in coordination with the MFLC PM and local POCs, to provide for smooth operational turnover and minimize the impact on the MFLC Program and participants under which the MFLCs provide services; this includes warm handoffs for incumbent MFLCs working with participants. It is of the utmost importance that the impact to participants is minimized. It needs to be understood that participants will be actively seeking/receiving counseling sessions during this time. The Contractor shall minimize any disruption to the participants and their ability to receive a counseling session during the transition-in phase of this contract.

Transition-in shall begin immediately at the time of contract award. The contractor shall gain and maintain access to critical applications which enable performance as well as complete all applicable documentation (e.g., security, SOFA, TBC, personnel, MOUs, BOSS approvals) to support the requirement to have MFLCs in place by the end of the transition-in period. The contractor shall provide a Final Transition-In Plan and receive Government Approval (**Section F, Deliverable 21**). The contractor shall fully complete/execute the Final Transition-In Plan and activities NLT May 14, 2021, and provide a Transition-In Completion Report (**Section F, Deliverable 27**) for full operational capability of responsibility of its respective footprint and specified locations. The Transition-In Completion report shall provide current staff assignments, outstanding gaps/vacancies, and any outstanding issues regarding transition in activities.

The Transition-In Plan shall ensure that there will be minimum service disruption among all MFLC assignment types during and after transition; this includes ensuring that warm-handoff between MFLC assignments have taken place.

Specifically, the contractor's Transition-In Plan shall detail:

- a. A comprehensive schedule depicting the transition activities and milestones for accomplishing transition activities.
- b. Identification of and proactive mitigation strategies to reduce risk in critical areas (e.g., staffing, OCONUS considerations, security clearances).
- c. Knowledge transfer plans, materials, and activities.
- d. Data management planning activities in order to address daily reporting requirements for MFLCs.

There are two critical areas that are of high priority to the MFLC PM that shall be addressed in the contractor's Final Transition-In Plan:

- Minimizing disruptions in staffing school assignments (i.e. CYB Schools) in both CONUS and OCONUS locations, and
- Staffing OCONUS locations that require DOCPERS and SOFA agreements (Section H.13).

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Please note:

- OCONUS support to countries such as, but not limited to Germany, Italy, and Korea are coordinated through the SOFA/DOCPERS (or current Government authoritative system).
- CYB School assignments, the optimal time to transition-in is during winter break in order to lessen the impact to child/youth and allow for development of processes, MOUs, and other materials in order to support the new calendar school year for many of the school places of performance.

The contractor shall execute its approved Final Transition-In Plan within the milestones and decision gates, and submission and approval timelines of all actions for successful transition in. The contractor shall update the Final Transition-In Plan throughout the transition in period. Based on the contractor's approved Final Transition-In Plan, the TDL assignment start date(s) would coincide with the approved Final Transition-In plan that has been coordinated with the MFLC PM. No assignment shall be staffed until the contractor has received an approved TDL.

C.5.2.2 SUBTASK 2 – PROVIDE TRANSITION-OUT

The contractor shall provide transition-out support to facilitate the accomplishment of a seamless transition as the incumbent to the incoming contractor and/or Government personnel at the expiration of the contract. The contractor shall provide a Transition-Out Plan (**Section F, Deliverable 22**) within six months project start date. The Government will work with the contractor to finalize the Transition-Out Plan in accordance with Section E. At a minimum, this Transition-Out Plan shall be reviewed and updated on an annual basis (**Section F, Deliverable 22**). The contractor shall execute its Transition-Out Plan when approved by the Government.

The Transition-Out Plan shall identify how the incumbent will coordinate with the incoming contractor and/or Government personnel to transfer knowledge regarding the following:

- a. Project management processes.
- b. POCs.
- c. Location of government owned technical and project management data and documentation maintained in the PIC, to include procedures and procedures on transferring this data and documentation to the government upon contract end (**Section F, Deliverable 24**).
- d. Status of ongoing projects
- e. Appropriate contractor-to-contractor coordination to ensure a seamless transition.
- f. Schedules and milestones.
- g. Actions required of the Government.

The incumbent contractor shall also establish and maintain effective communication with the incoming contractor and/or Government personnel for the period of the transition via weekly status meetings or as often as necessary to ensure a seamless transition-out.

C.5.3 TASK 3 – PROVIDE MFLC SERVICES (NON-MEDICAL COUNSELING, CONSULTATION, AND OUTREACH)

The MFLCs and CYB-MFLCs provide confidential, face-to-face, non-medical counseling, consultation, and outreach services both on and off military installations. MFLCs assist eligible

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participants with circumstances occurring across the military life cycle and aim to enhance operational and family readiness. MFLCs provide support to individuals, couples, families, and groups for a range of issues including deployment stress, reintegration, relocation adjustment, separation, anger management, conflict resolution, parenting, parent-child communication, relationship and family issues, coping skills, homesickness, grief, and loss.

Under this task, the contractor shall provide a combination of traditional and non-traditional walk around MFLC services. The MFLCs shall schedule face-to-face, in person sessions, and shall go to where participants are to provide service rather than to solely rely on participants to schedule an appointment for MFLC services. Regardless of the method utilized to initiate MFLC sessions, an MFLC activity is considered to occur when the MFLC engages a participant, determines the participant is in need of counseling, and provides the Limits of Confidentiality Statement to the participant. This task also includes outreach services to military commanders and audiences in support of the MFLC program.

Some locations may require the counselor to speak Spanish fluently in order to effectively provide counseling to adults and children. The contractor shall provide MFLCs with the ability to speak Spanish fluently for some assignments (e.g. Puerto Rico, Alaska and Texas). Currently, approximately 12 CYB-MFLCs are expected to be Spanish-speaking (five in Puerto Rico, two in Alaska, and five in Texas). Spanish speakers may also be required for Adult MFLCs when providing services to service members' dependents. Additional Spanish speaking (or other languages) MFLCs may be required to support future requirements.

MFLC services are grounded in a preventative model, in which the knowledge and skills provided by the MFLCs strengthen service members' and their families' readiness and resilience by reducing the stresses/stressors of military life cycle. Ideally, these MFLC services will assist in preventing any escalation to a clinically harmful level, which would then require a hand-off to more appropriate services. Service members and their families benefit from timely services in order to alleviate stressors, such as the painful and long-term effects of deployment stress. MFLC services shall enhance participants' ability to cope with the many challenges associated with the complex dynamics unique to the military service environment. MFLC services shall include:

- a. Teaching coping strategies, emotion management, and problem-solving skills to families and/or caregivers.
- b. Teaching strategies supporting management of life challenges more effectively.
- c. Facilitating psychological and behavioral awareness.
- d. Providing education knowledge to participants including:
 1. The meaning of specific symptoms.
 2. What is known about the causes, effects, implications of their issues.
 3. Why an individual's behavior has changed and may be frightening and different.
 4. Why an individual may be saying that nothing is wrong.
 5. Why an individual may be fearful or reluctant to get help.
 6. How to find treatment and/or resources.

The contractor shall ensure that all MFLCs maintain knowledge of the resources available through Military OneSource (www.MilitaryOneSource.mil) and SECO in order to make referrals for Military OneSource and Spouse Education & Career Opportunities (SECO) when

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circumstances warrant. MFLCs must also be knowledgeable of the Family Advocacy Program and other support programs both on and off the installations.

The normal MFLC work schedule is a highly flexible 40 hours per week. MFLCs should take into consideration the unique nature of the work and recognize that mission requirements may necessitate work outside normal hours, including work on Federal holidays. Appointments, meetings, and briefings may extend beyond typical work hours and may include holidays, evenings, and weekends. In these situations, work hours may be adjusted to accommodate the workload. The Government anticipates that the MFLC daily activity reflects an average minimum of four hours daily of counseling and consultation four hours daily of outreach and administrative support activities during the course of an eight hour day. An in-person counseling activity is considered to occur when the counselor engages a participant, determines the participant is in need of counseling, and provides the Limits of Confidentiality Statement to the participant. CYB-MFLCs daily activity differs from adult MFLCs in that, while encouraged, in-person counseling/consulting is not required to meet the four hour/four hour ratio, as non-traditional walk around and classroom participation are the predominate activities.

The MFLC Program environment requires services to be delivered in person, unless extenuating circumstances require virtual support (see optional Task 8).

MFLCs shall be available by telephone for the purposes of enabling participants to schedule an appointment for MFLC services, following up on referrals, and facilitating coordination (e.g., fulfillment of a Technical Direction Letter (TDL) logistics, work assignments logistics) with installation POCs. Utilization of telephones shall not be misconstrued as a crisis or emergency line, or a means/mode to conduct a counseling session. The contractor shall ensure that all MFLC's telephones have a consistent recorded voice mail message that includes instructing callers to dial 911 in the event of an emergency, a referral to Military OneSource for immediate support, and a referral to the Military Crisis Line for crisis support, as needed. Phone lines assigned for the assignment shall always stay the same, even if a counselor rotates out of an assignment.

Outreach services may include consultation with a commander or with another provider or staff (e.g., Family Center Director, chaplain, Principal, School Liaison Officer, teacher, Camp Director) about how to enhance resiliency, conduct briefings and presentations, or provide referral resources to a participant outside the context of a counseling session.

MFLCs shall not physically enter an eligible participant's home at any time without prior approval by the MFLC PM or Government's designated personnel.

MFLCs shall verify the participant's eligibility for services, which may include requesting to view a military identification/CAC card. Eligibility verification shall be conducted at the onset for counseling sessions initiated by appointment and conducted in an office setting.

MFLCs shall provide the Limits of Confidentiality Statement to the individual and/or family member(s) during the initial and every subsequent counseling session prior to providing non-medical counseling services IAW the DoD policy, DoDI No. 6490.06, "Counseling Services for DoD Military, Guard, and Reserve, Certain Affiliated Personnel, and their Family Members."

The following details shall be included in the limits of confidentiality procedures prior to conducting a MFLC non-medical counseling session: a description of the MFLC's role; a description of the scope of services covered with non-medical counseling; focused approach for Contract 47QFCA21C0002

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a short-term solution; the scope of care; and a statement notifying the participant(s) of the MFLCs ability to make appropriate referrals, as needed.

MFLCs shall include all mandated reporting requirements for domestic abuse, sexual assault, DTW, and other legal obligations in the Limits of Confidentiality Statement, (e.g., DoDI 6400.01, “Family Advocacy Program (FAP),” 1 May 2019; DoDI 6400.06, “Domestic Abuse Involving DoD Military and Certain Affiliated Personnel”, May 26, 2017; DoDD 6495.01, “Sexual Assault Prevention and Response (SAPR) Program”, 23 January 2017 or DoDI 6495.02, Sexual Assault Prevention and Response (SAPR) Program Procedures, 24 May 2019; DoDI 6400.06, Domestic Abuse Involving DoD Military and Certain Affiliated Personnel, 26 May 2017).

At a minimum, the MFLCs shall administer the following Limits of Confidentiality Statement for all eligible individuals seeking MFLC services prior to starting session(s): This statement may be updated by the MFLC PM as required:

“Information you provide to me or other counselors will be kept confidential, except to meet legal obligations or to prevent harm to self or others. Legal obligations include requirements of law and DoD or military regulations. Harm to self or others include suicidal thoughts or intent, a desire to harm oneself, domestic violence, child abuse or neglect, sexualized behavior in children and youth, and violence against any person, and any present or future illegal activity.”

The contractor shall ensure that all of its personnel maintain the highest degree of sensitivity, compassion, and respect for eligible participants, remaining free of any political bias. The contractor shall ensure consistency of service regardless of installation, location, or any other factor.

In cases where the military chain of command, or related Medical professional, requests MFLC non-medical counseling related information concerning a service member, the MFLC shall remind them of the confidential nature of the MFLC services IAW current and applicable DoDIs and refer them to MFLC PM for further guidance, if applicable. Additionally, in instances when chain of command refers service members for MFLC counseling and requests MFLCs report to the referrer, MFLCs shall inform them it is not possible due to the confidential nature of the program. However, MFLCs are encouraged to consult with military chain of command, or related Medical professional, on trending issues for service members and families while maintaining confidentiality.

The contractor shall provide MFLCs as outlined in C.3 and C.3.1 which are primarily installation based, but includes off installation schools, recruiting stations, and similar off-base military and civilian facilities detailed in **Section J, Attachment Y**. Subtasks within this section further outline MFLC requirements.

The Government requires continuous consistent coverage, IAW the service levels as defined in the Performance Requirements Summary and SLAs (**Section J, Attachment V (pre-award) and Section F, Deliverables 04 (post award)**).

The contractor shall provide a seamless and transparent transition between the outgoing and incoming MFLCs for both CONUS and OCONUS assignments. The Government anticipates an overlap of at least one day. During this assignment transition, the outgoing MFLC shall, at a Contract 47QFCA21C0002

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minimum, convey pertinent data such as on-the ground knowledge of installation POCs and procedures, critical issues, and status of the installation's current MFLC services needs.

MFLCs assigned to a school shall not remain on the installation and provide services during school recesses/breaks (e.g., Thanksgiving break, winter break, spring and summer breaks), unless approved by the MFLC PM, or unless assigned and approved to a separate camp assignment through the Government owned automated online system (currently BOSS). Final decisions regarding counselor presence during school breaks come from the MFLC PM. The contractor/MFLC shall not vacate a CYB MFLC school assignment early to fill a summer camp assignment, which would leave a gap in the school assignment. Conversely, a CYB MFLC shall not vacate a summer camp assignment to fill a school assignment; which would leave a gap in the summer camp assignment, unless approved through the MFLC PMO and IAW local and MFLC PM procedures.

OUT-OF-SCOPE HANDOFF AND REPORTING: Should the counseling participant(s) require support outside of the scope of the MFLC services of this contract (as defined in section C.3), the MFLCs shall refer participants to the applicable DoD clinician (e.g., MTF, TRICARE, other civilian medical treatment facility, or chaplain). The MFLC shall abide by the following protocols when facilitating referrals and handoffs to another provider as well as a DTW and report for these special out of scope situations (**Section F, Deliverable 15**):

- a. **PTSD and TBI:** Support for PTSD, TBI, and any clinical diagnoses identified in the current edition of the DSM are NOT authorized in scope of this contract. However, the contractor shall refer participants with these conditions via a warm handoff to behavioral health, TRICARE, MTF, or other providers of professional mental health services as appropriate. The contractor shall follow standardized and approved procedures for these hand-offs and referrals shall ensure, to the maximum extent possible, that the participant does not have to repeat their information when the third party agency is engaged in the conversation. The contractor shall refer other military family life issues of a medical nature requiring a medical diagnosis (e.g., depression, bipolar disorder, anxiety disorder) to a Military MTF, TRICARE, or other civilian medical treatment facility.
- b. **Imminent Risk and DTW:** The contractor shall implement, document, and maintain standardized DTW procedures, IAW DoD/Military Branch of Service regulations, local guidelines, and established protocols, to address events where a service or family member reveals a threat of harm to self or others. Imminent risk includes incidents of domestic violence and child abuse.

The contractor shall develop and implement standardized processes and procedures to support the warm hand-off of a participant from an MFLC to other providers and community/DoD resources (e.g., Medical Mental Health providers, Military OneSource, SECO) ensuring that the participant does not have to repeat information when the third party agency is engaged in the conversation. The contractor shall ensure that the MFLCs complete warm hand-off data fields in MFLC Activity Records – Raw Data File (**Section F, Deliverable 12**) elements and reporting requirements to support warm-hand offs. All reporting shall be consistent with the requirements outlined in Section C.5.1.10.

C.5.3.1 SUBTASK 1 – PROVIDE ROTATIONAL SUPPORT SERVICES - ADULT

The contractor shall ensure MFLCs are credentialed, certified, licensed as stated in the Counselor Tier descriptions provided in section H, with the technical skills on a range of topics related to military members and their adult family members. The contractor shall provide MFLC services support to assist military members and their adult family members with a variety of issues which are unique to the military environment. These issues include, but are not limited to the following:

- a. Relationship issues (Workplace, marital, significant other, family, child, friend).
- b. Communication skills.
- c. Mobilization.
- d. Deployment.
- e. Reunion adjustments.
- f. Frequent relocations.
- g. Relocation adjustment.
- h. Serious illness.
- i. Loss and grief.
- j. Conflict resolution.
- k. Self-esteem/independence.
- l. Decision making.
- m. Anxiety and stress.
- n. Assertiveness.
- o. Work life balance.
- p. Anger management.
- q. Caregiver peer to peer forums.
- r. Homesickness.

C.5.3.2 SUBTASK 2 – PROVIDE ROTATIONAL SUPPORT SERVICES - CYB

Military families must cope with deployments, relocation, and the other demands of military life. These demands are especially difficult for children who may have to attend new schools, with little to no control over where they go. The objectives of CYB MFLC services are to ensure military dependent's (children and youth) increase their ability to develop strong relationships, solve problems, and adequately express and manage their emotions to increase school readiness and lifelong success.

The contractor shall ensure CYB MFLCs are credentialed, certified, provisionally licensed, or licensed with the appropriate skills to support this requirement. The contractor shall maintain knowledge for CYB-MFLCs to ensure an understanding of the issues military children face and shall provide non-medical counseling, consultation, and outreach support to meet their individual needs.

The contractor shall provide CYB MFLC support services for school rotations, which cover the entire academic year, ranging from nine to 12 months, also Children Development Center (CDC) and youth centers that are 12 months in length. The contractor shall collaborate and coordinate with installation POCs on assignments to a school before the academic school year. MFLCs assigned to a school shall not remain on the installation and provide services during school

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recesses/breaks (e.g., Thanksgiving break, winter break, spring and summer breaks), unless approved by the MFLC PM, or unless assigned and approved to a separate camp assignment through the Government owned automated online system (currently BOSS). Final decisions regarding counselor presence during school breaks come from the MFLC PM. The MFLC PM will make every effort to identify the assignments within schools and associated children educational institutions where a MOU is required. The CYB MFLC shall adhere to the MFLC TPOC's request to enter into applicable MOUs to satisfy MFLC PM's CYB MFLC TDL requests.

CYB MFLCs shall remain in the line of sight of child/youth participant(s)' parent, guardian, or an individual with purview over the child (e.g., school principal, Young Men's Christian Association (YMCA) Director, and CDC Program, Director, or Teacher).

The contractor shall ensure that CYB MFLCs have the applicable experience and expertise to work with the identified age of the participants in all youth programs, CDCs, schools, or camps in which the CYB MFLCs are assigned. For example, those CYB MFLCs assigned to support elementary schools or elementary activity, must be knowledgeable and experienced supporting elementary school-aged children. CYB MFLCs supporting an outdoor adventure camp must have the experience and the ability to participate in strenuous activities including hiking, camping, kayaking, and backpacking.

CYB-MFLCs shall be current on all immunizations recommended for adults by the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control and Prevention. Contractors must confirm written documentation of immunizations and provide verification to the MFLC PM as outlined in Section H.5.4.

The contractor shall provide CYB MFLCs for in person, confidential, MFLC services to age appropriate military children and youth. CYB MFLCs supporting schools and child and youth programs are required by military regulations to disclose safety concerns including sexual behaviors. CYB-MFLCs may have the need to share information about the children they are supporting as part of interdisciplinary teams with the explicit purpose of supporting the child's success and to ensure comprehensive continuum of care. The CYB-MFLCs shall obtain written parental consent for all child participants under the age of 18 prior to providing non-medical counseling services with the exception of DTW or Mandated Report situations.

CYB MFLCs, depending on the worksite, may be required to follow the specific confidential counseling policy of the institution (i.e. school) where the CYB MFLC services are provided to support children and/or youth who seek support services, but prefer to receive these services in a more private setting other than the typical public location (e.g., lunch room, public library, or other variation of line of sight).

CYB MFLCs provide military children and youth, families, caregivers, early childhood development staff and administrators with coping mechanisms through difficult situations. CYB MFLCs provide services through multi-level intervention (e.g., classroom, family, school, community) while understanding the potential contextual and cultural factors impacting young children's behavior.

These services encompass services targeted toward a participant's counseling needs, and may include:

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- a. Collaborating with teachers, parents, and administrators in order to promote the healthy development of children and youths' social-emotional competencies and capacities.
- b. Addressing challenging behaviors.
- c. Working alongside the program staff and school professionals in their daily settings.
- d. Sharing strategies.
- e. Modeling evidence-based intervention approaches.
- f. Facilitating referrals.
- g. Assisting educators with strategies for cultivating a deeper understanding of the factors that shape young children's social-emotional development.
- h. Consulting with teachers, CDC providers, parents, and children regarding disruptive class behavior.
- i. Working with teachers and youth in the classrooms in order to get to know the needs of teachers and students.
- j. Interacting with children and parents during special events, field days, award luncheons, and sports events.
- k. Utilizing approved materials with younger children to address applicable issues.
- l. Helping children prepare for life when the parent is gone.
- m. Visiting the cafeteria during lunch hours, interacting with children out on the playground, and interacting with children and teachers at the front office or in other common areas around the school in the line of sight.
- n. Supporting students exhibiting challenging classroom behavior who are referred by school guidance counselors.
- o. Providing outreach services to parents during parent/teacher conferences.
- p. Conducting classroom observations with teacher permission to support a participant's need.
- q. Providing support to teachers, families, and students regarding deployment and reintegration in support of a participant's need.
- r. Addressing school behavior problems.
- s. Resolving student conflict.
- t. Providing support to eligible MFLC children participants during transition periods to help with adjustments to new settings/locations and help manage the normal stress as a reaction to this process.
- u. Working closely with wounded warrior transition programs to help children/families cope with stressors and experiences because of a service members' injury or disability.
- v. Interacting with children and parents from the larger military community during special events, parent groups, and center activities (such as weekend basketball or soccer at the youth center).
- w. Working with children in classroom settings and in group activities or individually in CDCs, family child care homes (upon approval from applicable MFLC PM/Government authorities), chapel youth groups, youth centers, and teen groups.
- x. Conducting observations for military dependents in various settings, including classrooms and camps, and providing concrete support to caregivers and trainers to address and redirect challenging behaviors.

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The CYB MFLCs may tailor their activities to address the specific goals for a certain child or youth, family, classroom, or program. CYB MFLC services shall be responsive to specific factors such as the population served, reflecting the values and mission of the MFLC Program for the duration of the counselor's relationship with the early care and education programs. Depending on the age of the child or youth, the CYB MFLCs may be required to provide services to adults (including parents) on behalf of children and youth in child development programs, schools, and pediatric care settings (HealthySteps pilot).

C.5.3.3 SUBTASK 3 – PREPARE AND PROVIDE MFLC SERVICES EDUCATIONAL MATERIALS, PRESENTATIONS, BRIEFINGS, AND CONSULTATIONS

In support of the overall contract and at the request of the MFLC PM, the MFLCs shall develop or modify a variety of educational materials, displays, and presentations on specific subject areas (e.g. relationships, deployment and reintegration, coping with separation, loss and grief, effects of deployment on children, communication, and compassion fatigue/caring for the caregiver (**Section F, Deliverable 25**)). The MFLC PM shall review/approve all materials developed under this subtask, formats and delivery timeframes prior to dissemination/distribution.

All MFLCs access a variety of existing products contained in the MC&FP presentation library (<https://www.militaryonesource.mil/military-and-family-life-counseling-program>). If an installation POC would like a briefing or presentation to be used by an MFLC that differs from what is available in the library, the installation POC or designated POC will submit a request through the chain of command to the service headquarters for review and submission to the MFLC PM at least ten business days in advance of the requested briefing date, completed in full, and detail how the briefing or presentation differs from what is available in the library. If the contractor identifies a topic or an update to an existing presentation, these recommendations shall be submitted to the MFLC PM for consideration and approval.

The contractor shall provide outreach services at Government defined staffing levels, by meeting with family readiness groups; meeting service members returning from deployments, (including welcome events to respective airports), being available in reintegration orientations, meeting with rear detachment commanders and other community agency staff, and briefing commanders and leadership upon request.

The MFLCs shall perform the traditional and non-traditional walk around services within this task and establish a visible and accessible location to distribute MFLC Program related educational materials. The MFLCs shall distribute a variety of MFLC Program related educational materials, including those developed by the contractor and approved by the MFLC PM and those provided by the MFLC PM.

All printing shall be IAW the Joint Committee on Printing and the Government Printing Office guidelines, and through approvals mandated under this contract, if applicable.

The contractor shall ensure MFLCs are trained as effective presenters with facilitation skills geared towards the military community. The contractor/MFLC shall perform outreach service activities and conduct informational sessions for applicable installation personnel and/or eligible participants to provide general information about the MFLC Program and the availability of MFLC services. These activities may include conducting group or individual presentations/briefings to participants, applicable installation, children, and personnel, with the

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objective of increasing the visibility, awareness, and use of the MFLC Program for eligible participants.

The MFLCs shall organize and facilitate voluntary peer-to-peer forums (group counseling sessions that require facilitation) as requested by the MFLC PM or local POCs in order to provide MFLC non-medical counseling to caregivers. The MFLCs shall schedule meetings with installation POCs and Recovery Care Coordinators (RCCs), on site, as applicable, coordinating logistics, maintaining knowledge of caregiver issues and challenges, and facilitating issue discussions. The contractor shall ensure that all MFLCs assigned to facilitate Military Caregiver PEER Forums complete the seven Government-designated, evidenced-based modules (**Section J, Attachment I**), prior to facilitating a forum (reference Section C.5.1.15).

The MFLCs shall provide support to the applicable installation personnel where and when a need arises. These services include preparing and conducting informational or counseling sessions to assist installation staff to facilitate, navigate, and properly engage with the ongoing life conditions of personnel who engage MFLC adult, child, and youth participants.

These services encompass targeting an outside group, with a larger organizational role and include:

- a. Conducting presentations for teachers and parents in small and large groups on topics to promote strategy techniques and coping with issues such as time management, maintaining your marriage during deployments, teaching children problem solving skills, compassion fatigue, and anger management.
- b. Providing outreach to parents during parent/teacher conferences as part of a larger awareness of issues that may arise with students
- c. Conducting classroom observations with teacher permission for development of materials within this subtask.
- d. Providing support to teachers, families, and students regarding deployment and reintegration as part of this subtask requirement.
- e. Providing support to families during transition periods to help with adjustments to new settings/locations and help manage the normal stress as a reaction to this process.
- f. Collaborate with wounded warrior transition programs to help children/families cope with stressors and experiences because of a service members' injury or disability.
- g. Providing staff consultations for both work-related and child issues.
- h. Conducting consultation with a commander or with another provider or staff (e.g., Family Center Director, chaplain, principal, school liaison officers, teacher, and camp director) about how to enhance resilience.
- i. Conducting briefings and presentations, or providing referral resources to a participant outside the context of a counseling session.

**C.5.3.4 SUBTASK 4 – PROVIDE SUPPORT FOR PILOT PROGRAM INITIATIVES
AND STUDIES**

The contractor shall support services to pilot programs that are currently in operations (e.g., HealthySteps pilot, studies for counseling effectiveness), as well as future program requirements, and support analysis and studies around the MFLC Program. This may include providing additional data and/or support services within settings such as medical treatment facilities or

CDCs. Support services may require OCONUS deployments or travel outside of normal duty assignments. Pilot programs and studies may support congressional mandates, efficiencies, or other directives within the scope of this contract.

C.5.4 TASK 4 – ON-DEMAND SUPPORT SERVICES

The contractor shall provide on-demand support services. Services include support to individual and family events, during weekdays, weekends, and on drill weekends. The contractor may need to deploy counselors to support these events, depending on the event location, as locations may differ from their assigned duty location. On-demand events, are short term in nature, typically lasting a few hours to a few days, are held primarily in CONUS locations, but may also be held in OCONUS locations. Unit representatives or event POCs will utilize the Government owned on-line application (currently BOSS) to request on-demand MFLC services. On-demand MFLC support services must be approved by the MFLC PM through the Government-owned on-line application (currently BOSS).

On-demand events may be planned or unplanned. The MFLC PM will determine/approve the staffing levels required for each event. The contractor shall perform traditional and walk-around MFLC services, as well as establishing a visible and easily accessible location to distribute educational materials.

Planned events include:

- a. A unit returns on a Saturday/Sunday and MFLC needs to be at airport
- b. Support to Military troop deployments ceremonies
- c. Support to yellow ribbon return ceremonies
- d. Other Military events and ceremonies which vary in size, but are typically attended by groups of 35 more.
- e. Support to vigil services for loss of life during military training/operations
- f. Other planned events where the DoD has determined a need for counseling support.

Unplanned events are typically very short notice and include, where response times may be as little as hours, and include unplanned military, military community, and or school events or incidents (e.g. car accident involving a student, or family member). These services are typically performed outside of normal duty hours.

Support to the National Guard and Reserves for on-demand events will be processed via TDLs through Government owned on-line application (currently BOSS). The contractor shall respond with staffing information to the Government through this system IAW timelines in Section C.5.3.b. Note that if contractor cannot provide a response within timelines provided in Section C.5.3.b, the contractor shall provide an explanatory justification NLT three days after receipt to the MFLC TPOC and the MFLC PM stating that the contractor is unable to provide an MFLC to support the assignment request.

Specifically, the contractor shall provide on-demand MFLC support services to support:

- a. The primary activity or operation of an organization, institution, industry, or system (e.g., Resilience Tactical Pause).

- b. Counseling support requests outside their normal duty station but within the normal 40 hour work week.
- c. Direct support to the applicable installation/assigned worksite (e.g., office, installation, schools) with the education and outreach services associated with mental health and associated events.

The contractor shall maintain capacity to fulfill on-demand MFLC support services. In most cases the Government will confirm service requirements a minimum of five days prior to the event. However, the contractor shall maintain flexibility to support shorter-term notification timeframes. The Government will notify the contractor through a Government owned on-line application (currently BOSS) generated TDL. The TDL process is outlined in Section H.23.

C.5.5 TASK 5 –SURGE SUPPORT SERVICES

In support of Task 5, the contractor shall provide surge support services within the scope of this contract. Surge support services are defined in their duration and lead time. Most surge events have planning lead time and are event driven. This differs from on-demand support (Task 4) which typically are very short lead time where services are needed often with a few hours or days' notice (e.g., a unit returns on a Saturday/Sunday and MFLC needs to be at airport).

Surge support services are typically performed for durations of weekly to up to six months in length, depending on the need. These services may be in response to both unplanned and planned events. Specifically surge support activities include:

- a. Unplanned events which impact a large area of the community
 - i. Natural disaster which impacts a location with a long term recurring need for services
 - ii. Response to a major critical need event (e.g., terrorist incident or other major event impacting a place of performance (e.g., DoD bases or schools)).
- b. Planned events which require longer term support, which include
 - i. Changes to service offerings (e.g. location (support growth at a base temporarily), counselor type, counselor quantity) within a geographic footprint which are temporary in nature, which require support
 - ii. Support to military reserve/guard operations and activities leading up to reserve/guard deployments.

Depending on the nature of the request, surge support services can become full-time support activities that would be transferred to Task 3. In these instances, the contractor shall provide support as a surge requirement, initially, then should continued support be required, the contractor shall support the requirement through Task 3.

Commanders on active-duty installations may request surge support, utilizing the Government owned on-line application (currently BOSS), through their service headquarters' family program manager. When the installation level POC identifies the need for surge support, they contact their service headquarters to receive approval prior to submitting the request to the MFLC PM. The MFLC PM serves as the final approval authority for surge support requests.

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Historically, the average duration for surge assignments is 50 days and the average duration for National Guard and Reserves surge assignments is 95 days because of extension requests. For assignments of more than 90 days, which may require more than one MFLC to complete, the contractor shall ensure that coverage is provided to fulfill the entire assignment while maintaining the quality of the MFLC services. Approval to use multiple MFLCs is also at the discretion of the MFLC PM.

MFLC assignments are primarily installation based, but it includes off-installation schools, recruiting stations, and similar off-base military and civilian facilities. National Guard and Reserve assignments may occur at various locations throughout a state depending on the needs of the supported unit.

In response to a surge support request, the contractor shall meet the timelines provided in Section C.3.5.e.

C.5.7 TASK 7 – EASTERN GEOGRAPHIC OPTIONAL FOOTPRINT (OPTIONAL TASK)

The contractor shall provide all management, non-medical counseling, consultation, and outreach services within the scope of the contract at eastern locations both CONUS and OCONUS. This option may be exercised at any point in the contract period of performance with advance notification and will be in addition to the services being performed in its awarded geographic baseline footprint. The contractor shall provide, at the Government's request, MFLC support at eastern geographic locations (may include state, regional, or entire Area 1 sites) in response to the evolving needs of DoD's mission or to support locations (states/regions) that are not able to be supported/maintained by the eastern footprint contractor.

C.5.7.1 SUBTASK 1 – EASTERN GEOGRAPHIC FOOTPRINT - PROGRAM MANAGEMENT

The contractor shall provide augmented program management support under this subtask to support the eastern geographic footprint locations, exercised under this optional Task. This augmented support shall be used to provide further support to the program management staff associated with Task 1, CLIN X001. This includes the management and oversight of all activities performed by contractor personnel, including subcontractors, to satisfy the requirements identified in this PWS. The contractor shall provide all reporting, support, and compliance activities as stated in Task 1 for additional eastern geographic locations (state, region, entire footprint). The contractor shall update and maintain its Task 1 deliverables (Section F) to include all additional assigned eastern footprint locations.

C.5.7.2 SUBTASK 2 – EASTERN GEOGRAPHIC FOOTPRINT – SERVICES SUPPORT

The contractor shall provide non-medical counseling, consultation, and outreach (rotational, on-demand, and surge) services within the scope of the contract at additional locations both CONUS and OCONUS. These services may include support to a single state, a region, or the entire optional footprint contained at locations that are part of the eastern geographic footprint. These services may require simultaneous capabilities support spanning across multiple additional locations outside the contractor assigned baseline footprint, as detailed in **Section J, Attachment**

Y. These additional service assignment locations will be required on an as-needed basis, and will be identified through contract modification, followed by TDL assignment IAW section H.23 of the contract.

C.5.8 TASK 8 – VIRTUAL SUPPORT SERVICES (OPTIONAL TASK)

Unknown and unplanned events may prohibit face-to-face non-medical counseling, consulting and outreach. This may be world-wide, country, or location specific (e.g. COVID-19 pandemic) and may impact military facilities, schools, camps, or other places of performance. The contractor shall notify the MFLC PM, FEDSIM COR and MFLC TPOC when situations arise that limit the contractor's ability to perform face-to-face services in writing. The CO may exercise this tasking in order to allow for the continuation of services performed within the scope of this contract. Once this task has been exercised, the contractor shall follow, at any location where they have received guidance, to remain in isolation from personnel from an official source (State/Local Government, Military Service, etc.). The Government will provide the contractor written instructions and limitations which incorporates guidance specific to that location(s). Note, this task will only support locations where face-to-face counseling is not possible, and will only support the resources required to enable a virtual solution (e.g. infrastructure, non-MFLC direct labor). The exercising of this option does not preclude face-to-face counseling services where allowable. MFLCs in locations where service can still be provided (OCONUS Base is open) should continue to do so until receiving notification from the POC to self-isolate/perform remotely.

Under this task, the contractor shall provide all services under this contract, to include all Task 1 program management subtasks, executing a virtual services support program and telepresence. The contractor shall utilize VTC/Tele methodologies which are acceptable in MFLC environment (e.g. Skype, Webex, Zoom) which ensure the privacy, security, and integrity of eligible participants. The contractor shall maintain compliance with Health Insurance Portability and Accountability Act (HIPAA) laws and guidance of both processes and technology. When this Optional Task is exercised, MFLCs will continue to provide services under Tasks 3-5, as stated above.

The contractor shall develop a Task 8 Communications Plan (**Section F, Deliverable 28**) which provides for its personnel, processes, and technology solutions for the MFLC environment. The plan shall provide touch points for hand-offs as well as elevation criteria for virtual determination for duty to warn and reporting. The communication plan shall also provide specifics on how eligible participants can reach the contractor and for how DTW situations will be reported and the plan of action should a DTW situation be present. The contractor shall develop a Task 8 Staff Plan (**Section F, Deliverable 29**) which identifies counselor personnel who are supporting virtual non-medical counseling, consultation, and outreach services in support of this task.

The contractor shall maintain data reporting requirements, recording activities as virtual time, and communication with local POCs, minimizing disruptions in a virtual environment (i.e. eliminating local POCs contacting MFLC PM to understand where supporting MFLC is

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working. The contractor shall ensure that all licensing requirements regarding the use of virtual services are followed during the course of performance under this task. Contractors shall at all times maximize the use of their MFLCs during this time.

SECTION D - PACKAGING AND MARKING

D.1 PACKING AND MARKING

Packaging and marking of all deliverables must conform to normal commercial packing standards to assure safe delivery at destination.

E.1 PLACE OF INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work performance, reports, and other deliverables under this contract will be performed by the FEDSIM COR and MFLC TPOC at the MFLC PM (and/or with support from local POCs) as well as places of performance included under the scope of the PWS.

E.2 SCOPE OF INSPECTION

All deliverables will be inspected for content, completeness, accuracy, and conformance to contract requirements by the FEDSIM COR, MFLC TPOC, and MFLC PM. Inspection may include validation of information or software through the use of automated tools, testing, or inspections of the deliverables, as specified in the contract. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables.

The Government requires a period NTE 15 workdays after receipt of final deliverable items for inspection and acceptance or rejection.

E.3 BASIS OF ACCEPTANCE

The basis for acceptance shall be compliance with the requirements set forth in the contract and relevant terms and conditions of the contract. Deliverable items rejected shall be corrected in accordance with the applicable clauses.

The final acceptance will occur when all discrepancies, errors, or other deficiencies identified in writing by the Government have been resolved, through documentation updates, program correction, or other mutually agreeable methods.

Reports, documents, and narrative-type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected.

If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version.

All of the Government's comments on deliverables shall either be incorporated in the succeeding version of the deliverable, or the contractor shall explain to the Government's satisfaction why such comments should not be incorporated.

If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, or improper format, or otherwise does not conform to the quality assurance requirements stated within this contract, the document may be rejected without further review and returned to the contractor for correction and resubmission. If the contractor requires additional Government guidance to produce an acceptable draft, the contractor shall arrange a meeting with the FEDSIM COR.

E.4 DRAFT DELIVERABLES

The Government will provide written acceptance, comments, and/or change requests, if any, within 15 workdays (unless specified otherwise in Section F) from Government receipt of the draft deliverable. Upon receipt of the Government comments, the contractor shall have ten workdays to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

E.5 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT

The FEDSIM CO or FEDSIM COR will provide written notification of acceptance or rejection (**Section J, Attachment H**) of all final deliverables within 15 workdays (unless specified otherwise in **Section F**). All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

E.6 NON-CONFORMING PRODUCTS OR SERVICES

Non-conforming products or services will be rejected. Deficiencies shall be corrected, by the contractor, within ten workdays of the rejection notice. If the deficiencies cannot be corrected within ten workdays, the contractor shall immediately notify the FEDSIM COR of the reason for the delay and provide a proposed corrective action plan within ten workdays.

If the contractor does not provide products or services that conform to the requirements of this contract, the Government will document the issues associated with the non-conforming products or services in the award fee determination report, and there will be an associated impact to the award fee earned.

SECTION F – DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance will be a 12 month base period, and four 12 month option periods. All subsequent Option Periods will be sequential and will not overlap.

Base Period:	February 1, 2021 through January 31, 2022
Option Period 1:	February 1, 2022 through January 31, 2023
Option Period 2:	February 1, 2023 through January 31, 2024
Option Period 3:	February 1, 2024 through January 31, 2025
Option Period 4:	February 1, 2025 through January 31, 2026

In addition, two performance-based Award Terms Incentive Periods will be included in the contract. Based on the AFDP and the contractor's performance, the Award Term Incentive Period, if bilaterally executed via contract modification will be 12 months in duration. The bilateral execution of any Award Term Incentive Period earned shall only take place after the Contract's Option Periods have all been exercised.

Award Term Incentive Period 1:	TBD after Option Period 3 exercise
Award Term Incentive Period 2:	TBD after Option Period 4 exercise

F.2 PLACE OF PERFORMANCE

The duty station is defined as the authorized place of performance for the work of this contract. The primary duty station is defined as the Mark Center, Alexandria, VA. However, no direct support, other than potential meetings with the contractor's management team with the MFLC PM, will be provided at the Mark Center. The MFLC Geographic Footprint (**Section J, Attachment Y**) dictates the MFLC's actual place of performance/duty station/assignment location. For all other support required by the contractor, that is not being provided by an MFLC at Geographic Footprint locations (**Section J, Attachment Y**), shall be at the contractor facilities.

F.3 CONTRACT SCHEDULE AND MILESTONE DATES

The following schedule of milestones will be used by the FEDSIM COR to monitor timely progress under this contract.

The following abbreviations are used in this schedule:

- DEL: Deliverable
- IAW: In Accordance With
- NLT: No Later Than
- All references to days: Government Workdays

Deliverables are due the next Government workday if the due date falls on a holiday or weekend.

SECTION F – DELIVERIES OR PERFORMANCE

Data Rights Clause - Abbreviations in the Gov't Rights column of the table below shall be interpreted as follows:

- UR: a) Unlimited Rights, per DFARS 252.227-7013 when the contractor will be delivering to the Government technical data pertaining to noncommercial items; or
- b) Unrestricted Rights, per DFARS 252.227-7015 when the contractor will be required to deliver technical data pertaining to any portion of a commercial item.

LD: Limited Rights Data, per DFARS 252.227-7013

For software or documents that may be either proprietary COTS or custom, LD rights apply to proprietary COTS software or documents and UR rights apply to custom software or documents. The Government asserts UR rights to open source COTS software. Any collateral agreements proposed for data, regardless of the type of rights offered, shall be subject to the requirements of contract Section H.18.1 and H.18.2. For purposes of the foregoing, the terms "collateral agreement," "Supplier Agreement," and "Commercial Supplier Agreement" have the same meaning.

The Government does not assert any rights to management software tools if the contractor does not plan to charge the Government directly for that tool and does not propose that the Government will own or use that tool.

In instances where the offeror/contractor proposes that the Government will own or use non-commercial software, DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Software Documentation may be applicable to this contract. The Government has included DFARS 252.227-7014 in this solicitation (see section I), however, before this clause becomes a binding part of this contract, the Government reserves the rights detailed in Section L of the solicitation.

The contractor shall deliver the deliverables listed in the following table on the dates specified. The contractor shall provide the applicable data rights clause for each deliverable submitted:

DEL. #	MILESTONE/ DELIVERABLE	CLIN	RFP REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
	Project Start (PS)	0001	F.1	At Contract effective date	N/A

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01	Kick-Off Meeting	0001	C.5.1.2	Within five work days of PS	N/A
02	Kick-Off Meeting Agenda (to include Kick-Off Meeting slides)	0001	C.5.1.2	At least three work days prior to the Kick-Off Meeting	UR
03	Kick-Off Meeting Minutes Report	0001	C.5.1.2	Within three work days of Kick-Off Meeting	UR
04	RESERVED	RES	RESERVED	RESERVED	N/A

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05	Project Management Plan and Updates	X001	C.5.1.3, C.5.1.9, C.5.1.12, C.5.3,	Draft: Due at Kick-Off Meeting Final: Due 10 work days after receipt of Government comments Updates: As project changes occur, no less frequently than annually	UR
06 A&B	Monthly Status Meetings	X001	C.5.1.4	Monthly	UR
07	Monthly Status Report (MSR)	X001	C.5.1.5	Monthly – 15th calendar day of the next month (or following business day)	UR
08	Monthly Status Meeting Minutes	X001	C.5.1.4	Within three work days of meeting	UR
09	Meeting Reports	X001	C.5.1.6	Within three days of meeting	UR
10	Trip Reports	X001	C.5.1.7	Within seven calendar days of completing travel	UR

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11	Quality Management Plan (QMP)	X001	C.5.1.9	Initial Draft PS + 30 calendar days. Reviewed/Updated every six months (or as needed to meet program requirements)	UR
12	MFLC Activity Record - Raw Data File	X001, X002, X003, X004, X005, X006,	C.5.1.10, C.5.3, C.5.6.1, C.5.7.1	MFLCs: Within 48 hours of reportable activity Monthly, capturing all previous month data, NLT 15 th of the month.	UR
13	MFLC Deficiency Report	X001	C.5.1.10	Weekly, NLT Thursday of each week.	UR
14	MFLC Staffing Status Report	X001	C.5.1.10	Weekly, NLT Wednesday of each week.	UR
15	Duty to Warn and Mandated Report Summary	X001	C.5.1.10, C.5.3	Monthly NLT 15th of each month	UR
16	Adverse Incident Report	X001	C.5.1.10, C.5.1.15	Each incident – NLT 24 hours after incident awareness	UR

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				Summary: Monthly NLT 15th of each month	
17	Adverse Incident Log	X001	C.5.1.10	Monthly NLT 15th of each month	UR
18	Exposure Update Report	X001	C.5.1.10	Weekly, NLT first business day of the week	UR
19	Surge Summary Report	X001	C.5.1.10	Monthly NLT 15th of each month	UR
20	Caregiver Forum Report	X001	C.5.1.10	NLT three work days of the forum	UR
21	Transition-In Plan	X001, X002	C.5.1.2, C.5.2.1	Updated Draft: Due at Kick-Off Meeting Final: Due 10 days after receipt of Government comments on Draft Plan	UR
22	Transition-Out Plan	X001	C.5.2.2	Draft: Due within six months of PS. Reviewed/Updated : Annually	UR

SECTION F – DELIVERIES OR PERFORMANCE

23	PIC access and user guide	X001	C.5.1.11	120 workdays after PS	UR
24	PIC schematics and technical views	X001	C.5.1.11, C.5.2.2	90 calendar days prior to Transition Out	UR/LD
25	Educational Materials and Presentations	X001	C.5.3.3	As-Required by MFLC TPOC	UR
26	Redacted MFLC Contract	X001	F.4	Within 10 calendar days of execution of initial contract or any modification to the contract	N/A
27	Transition-In Completion Report	X001	C.5.1.2	NLT May 18, 2021	UR
28	Task 8 Communications Plan (Optional)	X006 (Optional CLIN)	C.5.8	Within 10 calendar days of optional CLIN exercise	UR
29	Task 8 Staff Plan (Optional)	X006 (Optional CLIN)	C.5.8	Within 10 calendar days of optional CLIN exercise. Updated monthly.	UR
30	Healthy Steps Monthly Report	X001	C.5.1.10	Monthly NLT 15 th of each month	UR

SECTION F – DELIVERIES OR PERFORMANCE

31	Incentive Pay Reporting	X008	H.32	Monthly NLT 15 th of each month	UR
32	Incentive Pay Reporting Narrative	X008	H.32	November 30, 2021, February 28, 2022, May 31, 2022, August 31, 2022, and November 30, 2022	UR

The contractor shall mark all deliverables listed in the above table to indicate authorship by contractor (i.e., non-Government) personnel; provided, however, that no deliverable shall contain any proprietary markings inconsistent with the Government's data rights set forth in this contract. The Government reserves the right to treat non-conforming markings in accordance with Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7013.

F.4 PUBLIC RELEASE OF CONTRACT DOCUMENTS REQUIREMENT

The contractor agrees to submit, within ten workdays from the date of the FEDSIM CO's execution of the initial contract, or any modification to the contract (exclusive of Saturdays, Sundays, and Federal holidays), a Portable Document Format (PDF) file of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of GSA (**Section F, Deliverable 26**). The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S. Code (U.S.C.) § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall explain why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to the contract requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA.

GSA will carefully consider the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

F.5 DELIVERABLES MEDIA

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The contractor shall deliver all electronic versions by electronic mail (email) and removable electronic media (CD/DVD), if applicable. The following are the required electronic formats, whose versions must be compatible with the latest, commonly available version on the market.

- a. Text MS Word, Google Docs, PDF
- b. Spreadsheets MS Excel, Google Sheets
- c. Briefings MS PowerPoint, Google Slides
- d. Drawings MS Visio, Google Drawings
- e. Schedules MS Project, Smartsheet, or other Government-approved media

F.6 PLACE(S) OF DELIVERY

Copies of all deliverables shall be delivered to the FEDSIM CORs at the following addresses:

FEDSIM Primary COR:

GSA FAS AAS FEDSIM
Julia Brown, COR (QF0B)
1800 F Street, NW
Washington, D.C. 20405
Telephone: (202) 412-6953
Email: Julia.Brown@gsa.gov

FEDSIM Alternate CORs (ACOR):

GSA FAS AAS FEDSIM
Shivon Sood, ACOR (QF0B)
1800 F Street, NW
Washington, D.C. 20405
Telephone: (202) 297-9246
Email: shivon.sood@gsa.gov

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GSA FAS AAS FEDSIM
Damon Smith, ACOR (QF0B)
1800 F Street, NW
Washington, D.C. 20405
Telephone: (202) 320-7198
Email: Damon.Smith@gsa.gov

Copies of all deliverables shall also be delivered to the MFLC PM and MFLC TPOC, and OSD Mailbox. The MFLC PM and TPOC name, address, and contact information will be provided at award.

F.7 NOTICE REGARDING LATE DELIVERY/PROBLEM NOTIFICATION REPORT (PNR)

The contractor shall notify the FEDSIM COR via a Problem Notification Report (PNR) (**Section J, Attachment E**) as soon as it becomes apparent to the contractor that a scheduled delivery will be late. The contractor shall include in the PNR the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The FEDSIM COR will review the new schedule and provide guidance to the contractor. Such notification in no way limits any Government contractual rights or remedies including, but not limited to, termination.

G.1 CONTRACTING OFFICER’S REPRESENTATIVE (COR)

The FEDSIM CO appointed a FEDSIM COR in writing through a COR Appointment Letter (**Section J, Attachment A**). The FEDSIM COR will receive, for the Government, all work called for by the contract and will represent the FEDSIM CO in the technical phases of the work. The FEDSIM COR will provide no supervisory or instructional assistance to contractor personnel.

The FEDSIM COR is not authorized to change any of the terms and conditions, scope, schedule, and price of the contract. Changes in the scope of work will be made only by the FEDSIM CO by properly executed modifications to the contract.

G.1.1 CONTRACT ADMINISTRATION

FEDSIM CO:

Andrew Hotaling
GSA FAS AAS FEDSIM (QF0B)
1800 F Street, NW
Washington, D.C. 20405
Telephone: (202) 213-8818
Email: Andrew.hotaling@gsa.gov

FEDSIM CORs:

Julia Brown, COR (QF0B)
1800 F Street, NW
Washington, D.C. 20405
Telephone: (202) 256-0264
Email: Julia.Brown@gsa.gov

FEDSIM Alternate COR (ACOR):

Shivon Sood, ACOR (QF0B)
1800 F Street, NW
Washington, D.C. 20405
Telephone: (202) 297-9246
Email: shivon.sood@gsa.gov

Damon Smith, ACOR (QF0B)
1800 F Street, NW
Washington, D.C. 20405
Telephone: (202) 320-7198
Email: Damon.Smith@gsa.gov

MFLC TPOC Point of Contact:

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Amy Archambault-Metts
DoD, Community and Family Policy, TPOC
Telephone: (703) 614-3715
Email: (b) (6)

MFLC Alternate ATPOC Point of Contact:

Tymon Reid
DoD, Community and Family Policy, ATPOC
Telephone: (240) 398-6200
Email: (b) (6)

John Schaefer
DoD, Community and Family Policy, ATPOC
Telephone: (703) 571-2369
Email: (b) (6)

MFLC PM Point of Contact:

Winifred (Windi) Swinson
Associate Director Operations, MFLC Program Manager
Telephone: (703) 693-5685
Email: (b) (6)

G.2 INVOICE SUBMISSION

The contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment. In addition, the following data elements shall be included on each invoice:

Contract Number: *(from GSA Form 300, Block 2)*

Paying Number: *(ACT/DAC NO.) (From GSA Form 300, Block 4)*

FEDSIM Project Number: *(Fill in project number)*

Project Title: *(Fill in project title)*

The contractor shall submit invoices as follows:

The contractor shall utilize FEDSIM's electronic Assisted Services Shared Information SysTem (ASSIST) to submit invoices. The contractor shall manually enter CLIN charges into Central Invoice Services (CIS) in the ASSIST Portal. Summary charges on invoices shall match the charges listed in CIS for all CLINs. The contractor shall submit invoices electronically by logging onto the following link (requires Internet Explorer to access the link):

<https://portal.fas.gsa.gov>

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Log in using your assigned ID and password, navigate to the order against which you want to invoice, click the Invoices and Acceptance Reports link in the left navigator, and then click the *Create New Invoice* button. By utilizing this method, no paper copy of the invoice shall be submitted to GSA FEDSIM or the GSA Finance Center. The contractor shall provide invoice backup data, as an attachment to the invoice, in accordance with the contract type, including detail such as labor categories, rates, quantities of labor hours per labor category, and total cost by sub-CLIN. The FEDSIM COR may require the contractor to submit a written “hardcopy” invoice with the client’s certification prior to invoice payment. A paper copy of the invoice is required for a credit.

The contractor is certifying, by submission of an invoice in the CIS, that the invoice is correct and proper for payment.

If there are any issues submitting an invoice, contact the Assisted Acquisition Services Business Systems (AASBS) Help Desk for support at 877-472-4877 (toll free) or by email at AASBS.helpdesk@gsa.gov.

G.3 INVOICE REQUIREMENTS

The contractor shall submit a draft copy of an invoice backup in Excel to the FEDSIM COR and MFLC TPOC for review prior to its submission to ASSIST. The draft invoice shall not be construed as a proper invoice in accordance with FAR 32.9 and GSAM 532.9.

Each contract type shall be addressed separately in the invoice submission. All receipts shall be provided as backup to the invoice.

The contractor shall submit invoices on a monthly basis for costs incurred. The contractor shall notify the FEDSIM COR if circumstances require the delay of invoices beyond one month.

The final invoice is desired to be submitted within six months of project completion. Upon project completion, the contractor shall provide a final invoice status update monthly.

Regardless of contract type, the contractor shall report the following metadata:

- a. Contract Number (Not the Solicitation Number)
- b. Contractor Invoice Number.
- c. Contractor Name.
- d. POC Information.
- e. Current period of performance.
- f. Amount of invoice that was subcontracted.

The amount of invoice that was subcontracted to a small business shall be made available upon request.

G.3.1 COST-PLUS-AWARD-FEE (CPAF) CLINs (for LABOR)

- a. The contractor may invoice monthly on the basis of cost incurred for the CPAF CLINs. The invoice shall include the period of performance covered by the invoice (all current

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charges shall be within the active period of performance) and the CLIN number and title. All hours and costs shall be reported by CLIN element (as shown in **Section B**), by contractor employee, and shall be provided for the current billing month and in total from project inception to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the project to date.

- a. Employee name (current and past employees)
- b. Employee company.
- c. Exempt or non-exempt designation.
- d. MFLC Program labor category.
- e. Current monthly and total cumulative hours worked.
- f. Direct Labor Rate.
- g. Effective hourly rate (e.g., cumulative costs/cumulative hours).
- h. Current approved billing rate percentages in support of costs billed.
- i. Itemization of cost centers applied to each individual invoiced.
- j. Itemized breakout of indirect costs (e.g., Fringe, Overhead (OH), General and Administrative (G&A) burdened costs for each individual invoiced (rollups are unacceptable)).
- k. Any cost incurred not billed by CLIN (e.g., lagging costs).
- l. Labor adjustments from any previous months (e.g., timesheet corrections).
- m. Provide comments for deviation outside of standard monthly full time hours.

All cost presentations provided by the contractor in Excel shall show indirect charges itemized by individual with corresponding indirect rates with cost center information. The invoice detail shall be organized by CLIN.

The contractor may invoice for fee after accepting the modification which includes the award fee determination and any corresponding deobligation of unearned fee. See the AFDP in **Section J, Attachment D** for additional information on the award fee determination process.

G.3.2 OTHER DIRECT COSTS (ODCs)

The contractor may invoice monthly on the basis of cost incurred for the ODC CLINs. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. In addition, the contractor shall provide the following detailed information for each invoice submitted, as applicable. Spreadsheet submissions are required.

- a. ODCs purchased.
- b. Request to Initiate Purchase (RIP) or Consent to Purchase (CTP) number or identifier.
- c. Date accepted by the Government.
- d. Associated CLIN.
- e. Project-to-date totals by CLIN.
- f. Cost incurred not billed by CLIN.
- g. Remaining balance of the CLIN.

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All cost presentations provided by the contractor shall also include indirect Handling rates as outlined in Section B and Section B.4.1 and IAW the contractor's Defense Contract Audit Agency (DCAA) cost disclosure statement.

G.3.3 TRAVEL

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. Federal Travel Regulation (FTR) - prescribed by the GSA, for travel in the continental U.S.
- b. Joint Travel Regulations (JTR) Volume 2, Department of Defense (DoD) Civilian Personnel, Appendix A - prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.
- c. Department of State Standardized Regulations (DSSR) (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" - prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

The contractor may invoice monthly on the basis of cost incurred for cost of travel comparable with the JTR/FTR/DSSR. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. Separate worksheets, in MS Excel format, shall be submitted for travel.

CLIN Total Travel: This invoice information shall identify all cumulative travel costs billed by CLIN. The current invoice period's travel details shall include separate columns and totals and include the following:

- a. Travel Authorization Request number or identifier, approver name, and approval date.
- b. Current invoice period.
- c. Names of persons traveling.
- d. Number of travel days.
- e. Dates of travel.
- f. Number of days per diem charged.
- g. Per diem rate used.
- h. Total per diem charged.
- i. Transportation costs.
- j. Total charges.
- k. Explanation of variances exceeding ten percent of the approved versus actual costs.
- l. Indirect handling rate.

All cost presentations provided by the contractor shall also include Indirect Handling rates as outlined in Section B and Section B.4.1 and IAW the contractor's DCAA cost disclosure statement.

G.4 CONTRACT CLOSEOUT

The Government will unilaterally close out the contract NLT six years after the end of the contract period of performance if the contractor does not provide final DCAA rates by that time.

H.1 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

The NAICS code for this contract is 624190-Other Individual and Family Services.

H.2 PRODUCT SERVICE CODES (PSC)

The PSC is G099 - Other Social Services.

H.3 SYSTEMS, CERTIFICATIONS, AND CLEARANCES

An adequate Cost Accounting System and an efficient and effective Purchasing System is required. Cost Accounting Standards (CAS) are mandatory unless covered by an exemption under 48 Code of Federal Regulations (CFR) 9903.201-1 and 48 CFR 9903.201-2. A Property Management System is desirable and shall be executed and maintained in support of this contract in compliance with Federal Acquisition Regulation (FAR) 52.245-1 and Defense Federal Acquisition Regulation Supplement (DFARS) 252.245-7003.

The contractor is also encouraged to acquire an Acceptable Estimating System, Forward Pricing Rate Agreement (FPRA), and Approved Billing Rates. All Systems, Certifications, and Clearances must be maintained at the contractor's current level at time of award or higher throughout the period of performance.

H.3.1 ADEQUATE COST ACCOUNTING SYSTEM

The adequacy of the contractor's accounting system and its associated internal control system, as well as contractor compliance with the Cost Accounting Standards (CAS), affect the quality and validity of the contractor data upon which the Government must rely for its management oversight of the contractor and contract performance. The contractor's cost accounting system shall be adequate during the entire period of performance and shall permit timely development of all necessary cost data in the form required by the contract.

H.3.2 PURCHASING SYSTEM

The objective of a contractor purchasing system assessment is to evaluate the efficiency and effectiveness with which the contractor spends Government funds and complies with Government policy with subcontracting.

Prior to the award of a contract the CO shall verify the validity of the contractor's purchasing system. Thereafter, the contractor is required to certify to the CO no later than 30 calendar days prior to the exercise of any options the validity of their purchasing system. Additionally, if reviews are conducted of the purchasing system after the exercise of the option, the contractor shall provide the results of the review to the CO within ten workdays from the date the results are known to the contractor.

H.4 PERSONNEL

H.4.1 NON-KEY PERSONNEL

The contractor shall have and maintain a deployable worldwide baseline of counselors available for immediate assignment, who are qualified and flexible to meet the Government's requirement
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for counselors described in the baseline footprint (Section J, Attachment Y).

The contractor shall also maintain a reserve of counselors to fill and backfill positions to meet contract requirements.

The contractor shall maintain scalability, to support MFLC requirements for coverage over the entire period of performance of this contract, including the number and types of counselors (Adult MFLCs, CYB-MFLCs), as well as the geographical requirements for counselors. The Government views each break in service as a potential missed opportunity to help a service member or their family member in a crisis situation or time of need. MFLC supervisors shall also be certified in accordance with requirements below.

All counselors shall meet the credentialing and qualifications required to support the requirements of Sections C and H of the contract. Some counselors will require a Secret or Top Secret (TS) level clearance in performance of their duties. These duty assignments are provided at Section J, Attachment Y.

All counselors shall:

- a. Be U.S. citizens and speak fluent English.
- b. Possess a Master's degree from an accredited graduate program in a relevant field of study to the work described in the contract to include, but not limited to, a mental health related field such as social work, psychology, marriage/family therapy, or counseling.
- c. Be licensed (licensed to practice independently) or provisionally licensed in accordance with the requirements applicable to the state or territory and tier level (Section H.4.1.1) and shall be compliant with industry accepted standards for the performance of counseling. For assignments in the 50 states, counselors shall be licensed or provisionally licensed in the state and tier level in which the participant is receiving services. For OCONUS assignments (excluding Alaska and Hawaii), counselors may be licensed in any state, the District of Columbia, a U.S. territory, or commonwealth with the exception of assignments in US territories with established state licensing boards.
- d. Be able to pass all background/suitability checks listed into Section H.5, which may include additional installation specific requirements.

Additional considerations for MFLCs in select locations include:

- a. Interact in military unit activities with military members, such as physical training and military exercises.
- b. Physically support summer camp activities such as bike riding, canoeing, and hiking.

Desired qualifications for non-key personnel include:

- a. Current military spouses
- b. Veterans with a mobile military life and career experience.

H.4.1.1 TIERED COUNSELOR LEVELS:

MFLC Program requires counselors at different levels to meet requirements; tiered support must be approved by the MFLC PM. The contractor is responsible for following/maintaining compliance with specific state/local laws for all proposed tier levels (e.g. provisional licensure may not be approved/recognized in some states). The Technical Direction Letters (TDL) (H.23),

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issued through the Government owned on-line application (currently BOSS), will provide the required tier level to support the assignment. In most cases, if not all, the determination of the tier requirement listed on the TDL will be through contractor and MFLC PM coordination with consideration given to the assignment type, request from the POC, and cost/ceiling constraints. The contractor will have an instrumental part in this process through its coordination efforts with the MLFC PM, coordination efforts with the POC, and its staffing plan to identify the appropriate type of counselor to be assigned. There may also be instances where the Government may request a senior tiered counselor to support an assignment based on extenuating circumstances etc. These kinds of request will also be coordinated with the contractor as early as possible and will need to take into consideration any cost/ceiling constraints.

Tier 1 Counselors shall have a **provisional license** and be working towards a valid, unrestricted independent clinical license from a state, the District of Columbia, a U.S. territory, or commonwealth that grants authority to provide counseling services as an independent practitioner in their respective fields. The utilization of a Tier 1 counselor may not be allowable based on state/local regulations (licensure, etc). It is the responsibility of the contractor to ensure the utilization of a Tier 1 counselor in any location is in accordance with state/local regulations. Tier 1 counselor construct may be utilized in locations where a large number of MFLC are present to ensure proper supervision (e.g. Fort Drum, NY, Fort Bragg, NC, Fort Hood, TX, Twentynine Palms). During contract performance, the contractor shall coordinate with the MFLC PM when considering filling an assignment with a Tier 1 counselor as it may not be appropriate based on the assignment/need. **Tier 1 Counselors shall obtain an independent clinical license within two years of hire performing services similar in scope to the tasks outlined in Section C.**

Tier 2 Counselors shall have a valid unrestricted clinical license from a state, the District of Columbia, a U.S. territory, or commonwealth that grants authority to provide counseling services as an independent practitioner (licensed to practice independently) in their respective fields that the participants are receiving services. For OCONUS assignments (excluding Alaska and Hawaii) counselors may be licensed in any state, the District of Columbia, a U.S. territory, or commonwealth with the exception of assignments in US territories with established state licensing boards. **Counselors shall also have two years of post-licensure clinical experience.**

Tier 3 Counselors shall have a valid unrestricted clinical license from a state, the District of Columbia, a U.S. territory, or commonwealth that grants authority to provide counseling services as an independent practitioner (licensed to practice independently) in their respective fields that the participants are receiving services. For OCONUS assignments (excluding Alaska and Hawaii) counselors may be licensed in any state, the District of Columbia, a U.S. territory, or commonwealth with the exception of assignments in US territories with established state licensing boards. **Counselors shall also have two to five years post-licensure clinical experience.**

Tier 4 Counselors shall have a valid, unrestricted clinical license from a state, the District of Columbia, a U.S. territory, or commonwealth that grants authority to provide counseling services as an independent practitioner (licensed to practice independently) in their respective fields that the participants are receiving services. For OCONUS assignments (excluding Alaska and Hawaii) counselors may be licensed in any state, the District of Columbia, a U.S. territory, or

commonwealth. When applicable, Tier 4 counselors may provide clinical supervision to Tier 1 counselors as outlined by the licensing board in the state of practice with the exception of assignments in US territories with established state licensing boards. **Counselors shall also have five years or more post-licensure clinical experience.**

H.4.1.2 FOCUS PILOT RESILIENCE COUNSELORS AND MASTER TRAINERS

For the FOCUS pilot under Subtask C.5.3.4, FOCUS Resilience Counselors and Master Trainers shall have or shall be working towards FOCUS certification to be completed during the pilot period. FOCUS Master Trainers shall also have FOCUS Train the Trainer certification. It is the responsibility of the contractor to ensure FOCUS Counselors and Trainers shall possess appropriate college degrees in social work, marriage, and family counseling, or equivalent, or degrees in psychology, social work or other relevant social science. The Limits of Confidentiality requirements set forth in C.5.3 are NOT applicable to the FOCUS pilot. FOCUS Counselors and Master Trainers are NOT a part of the Geographic Footprint as detailed in Attachment Y.

H.4.2 KEY PERSONNEL

The following are the minimum personnel who shall be designated as “Key.” The Government does not intend to dictate the composition of the ideal team to perform this TO. The Key Personnel must possess all required qualifications at time of proposal submission. The contractor may propose up to **two additional** Key Personnel to support its solution.

- a. Program Manager (PM)
- b. Deputy Program Manager (DPM)
- c. Operations Manager (OM)
- d. Quality Control Manager (QCM)

The Government desires that Key Personnel be assigned for the duration of the contract.

The Government requires that Key Personnel be 100 percent dedicated to this contract.

H.4.2.1 PROGRAM MANAGER (PM)

The contractor shall identify a Program Manager (PM) by name who shall provide management, direction, administration, quality assurance, and leadership for the execution of this contract. The PM shall serve as the Government’s primary POC and provide overall leadership and guidance for all contractor personnel assigned to the contract, including assigning tasks to contractor personnel, supervising on-going technical efforts, managing overall contract performance to ensure optimal use of assigned resources and subcontractors. The PM is ultimately responsible for the quality and efficiency of the contract, to include service delivery, technical matters, and business processes. The PM is also responsible for and shall ensure that Section C requirements are performed.

It is required that the PM has the following qualifications:

- a. Be an employee of the Prime Contractor and have the authority to commit the contractor’s organization and make decisions for the contractor’s organization in response to Government issues, concerns, and comments, as well as be proactive in alerting the

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Government to potential contractual, programmatic, or resource limitations issues.

- b. At least ten years' experience planning, directing, coordinating, and managing proposed methodologies and approaches of projects similar to the work and environment described in Section C.

It is desired that the PM has the following qualifications:

- a. Five years of experience working with a military or DoD organization(s).
- b. Five years of experience supervising Adult or Child/Youth counselors.
- c. At least two years' counseling experience (within the last five years), post-licensure with current counseling competence through at least periodic, direct service counseling experience.
- d. At least three years' experience managing SLAs under an incentive based contract.
- e. An active Project Management Institute (PMI) Project Management Professional or PMI Program Management Professional (PgMP®) Certification.
- f. A Secret level clearance, at a minimum.

H.4.2.2 DEPUTY PROGRAM MANAGER (DPM)

The DPM shall assist the PM in managing the daily operations of this contract. The DPM shall also act on behalf of the PM in their absence with the same contractor authority.

It is required that the Deputy Program Manager has the following qualifications:

- a. Five years' experience managing a program of similar complexity and scope.
- b. Be an employee of the Prime Contractor and have the authority to commit the contractor's organization and make decisions for the contractor's organization in response to Government issues, concerns, and comments, as well as be proactive in alerting the Government to potential contractual, programmatic, or resource limitations issues.

It is desired that the Deputy Program Manager has the following qualifications:

- a. Five years of experience working with a military or DoD organization(s).
- b. Five years of experience leading integrated teams consisting of either Adult or CYB counseling personnel.
- c. At least five years' experience planning, directing, coordinating, and managing proposed methodologies and approaches of projects similar to the work and environment described in Section C.
- d. At least two years' experience managing SLAs under an incentive based contract.
- e. An active PMI Project Management Professional or PMI PgMP® Certification.
- f. A Secret level clearance, at a minimum.

H.4.2.3 OPERATIONS MANAGER (OM)

The OM shall be a part of the management team including overseeing the human resources duties and managing the daily operations of the contract. The OM responsibilities shall include ensuring that Government worldwide assignment requests, currently provided via TDLs, are fulfilled in a timely manner and execution of all work assignment logistics and travel, to meet

assignments, are completed and coordinated with the applicable stakeholders' POCs per worksite. The OM shall also ensure the efficient and effective operational procedures and processes to enable successful contract execution, as well as quality of services delivery to eligible participants.

It is required that the OM has the following qualifications:

- a. At least five years of experience managing program operations for an international, globally dynamic, geographically dispersed, rapidly changing, and diverse program environment.
- b. At least five years of experience with human resource management and worksite/assignment tracking, financial management, and stakeholder communications.

It is desired that the OM has the following qualifications:

- a. At least two years' experience managing SLAs under an incentive based contract.
- b. At least two years' experience supporting military organizations.
- c. A bachelor's degree, at a minimum, from an accredited university or college in business administration, project management, and/or similar academic profession.

H.4.2.4 QUALITY CONTROL MANAGER (QCM)

The QCM shall be responsible for managing all aspects of quality for the contract, including data collection and reporting. The QCM shall ensure that all of the quality assurance programs, metrics, reports, and data are gathered, managed, and reported within contract standards, and the QCM shall be responsible for ensuring compliance with credentialing and training of all personnel. The QCM shall also provide support in order to ensure effective communication between contractor management, counselors, and Government stakeholders and identify and implement process improvements to ensure the highest standards of quality of operations for counselors.

It is required that the QCM has the following qualifications:

- a. A minimum of five years' supervisory experience.
- b. A minimum of five years' experience managing operational efficiencies and quality standards (quality control and quality assurance) for projects or programs of a similar complexity and scope.

It is desired that the QCM has the following qualifications:

- a. Two years' experience working in a mental health field such as social work, psychology, marriage/family therapy, or counseling, and possesses a current license at the independent practice level.
- b. A certification in quality assurance, six sigma, program management, or other related field.
- c. Two years' experience working with DoD organizations and/or military experience.

H.4.3 KEY PERSONNEL SUBSTITUTION

The contractor shall not replace any personnel (either required or proposed as Key) designated as Key Personnel without the written concurrence of the FEDSIM CO. Prior to utilizing other than

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the Key Personnel specified in its proposal in response to the RFP, the contractor shall notify the FEDSIM CO and COR of the contract.

This notification shall be no later than ten calendar days in advance of any proposed substitution and shall include justification (including resume(s) and labor category of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on contract performance.

Substitute Key Personnel's qualifications shall be equal to, or greater than, those of the Key Personnel substituted. With coordination of the MFLC PM, if the FEDSIM CO and the FEDSIM COR determine that a proposed substitute Key Personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the contract, the contractor may be subject to default action as prescribed by FAR 52.249-6, Termination (Cost Reimbursement).

H.4.4 CONDUCT OF PERSONNEL

All personnel assigned by the contractor to the performance of work hereunder must be acceptable to the Government in terms of personal and professional conduct, and all personnel must successfully complete background/suitability and/or clearance requirements before obtaining access to assignment locations. Any person in the contractor's organization, or in any subcontractor's organization, who is deemed by the MFLC PM, FEDSIM CO or the FEDSIM COR to not reflect professional standards and/or those of the military environment, such as disruptive behaviors, physical contact with children, social relationships with participants issuing statements or briefings that have not been approved by appropriate personnel, or conflict with the interest of the Government, shall be immediately removed from this contract. The reason for removal shall be fully documented in writing by the FEDSIM CO. Any security violations, denials or revocations of security clearance may be construed as grounds for immediate removal from the premises and the contract. Further, the Government has the right to cause the contractor to replace any individual who is determined by the Government to be a security risk, under the influence of alcohol or drugs, physically or mentally impaired (or otherwise unable to fulfill their assignment) to the extent that they cannot perform the tasks established by the contract, or performing in any way that appears to be inconsistent with commercial standards of ethics and/or practice. Such determinations will be made in collaboration with the FEDSIM CO, FEDSIM COR, MFLC PM, and/or MFLC TPOC. These determinations shall not relieve the contractor from meeting the performance requirements of the contract.

In addition, the contractor shall proactively vet new personnel and/or newly-assigned personnel before making a duty assignment to ensure that the employee is able to successfully perform his/her duties under the contract in a professional manner. This vetting process shall include reasonable efforts to determine if the new personnel or newly-assigned personnel have ever been removed from performing on another MFLC contract or terminated, removed, quit in lieu of termination, or otherwise prohibited from performing counseling services for any public/private employer.

H.5 BACKGROUND/SUITABILITY CHECKS AND SECURITY CLEARANCES

The contractor shall initiate background/suitability and access checks, when applicable, with appropriate points of contact for all required Government background check requirements which includes, suitability determinations (Tier 1 and Tier 1 Child; formerly known as National Agency

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Check and Inquiries and Child National Agency Check and Inquiries), security clearances, and Installation Records Checks, within the designated time frame. Furthermore, all CYB-MFLC and non-verbal child MFLCs shall undergo a background/suitability check in accordance with the latest version of DoDI No. 1402.05, Background Checks on Individuals in DoD Child Care Services Programs. Background Check Investigations will be submitted and processed according to current regulations. In all cases, the MFLC PM will notify the contractor when an individual is found suitable to work on the MFLC contract.

All contractor personnel performing the work under this contract must be U.S. citizens. The contractor shall first require all MFLCs and CYB-MFLCs to submit DD Form 2981 and an Optional Form 306 to the contractor. When derogatory information (e.g. past criminal behavior, involuntary work dismissal, pending resolution by court proceedings, and/or open/pending investigations being conducted by the applicable authorities (e.g. Federal investigative agencies (e.g. FBI, NCIS, IG), and/or Civilian investigation (e.g. local authorities)) is revealed and if the contractor chooses to move forward with hiring for work on this contract the contractor shall forward the completed DD Form 2981 and OF 306 to MC&FP Adjudication's Team for consideration. Submission of the forms will be forwarded through secure email, regular mail, or the DoD SAFE system.

The review of the derogatory information will be conducted by the Government, to determine if the potential counselor is suitable for the MFLC Program. The FEDSIM CO or COR will notify the contractor of the Government's decision. The contractor shall, in the resolution process, after notifying or being notified that derogatory information exists on a potential counselor, execute the Government's decision relative to the adjudication outcome. If a counselor is found not suitable, the FEDSIM CO or COR will provide notification via a letter to the contractor of the adjudication results. There are currently no waivers to the background check/suitability process and all counselors designated for work under this contract must have been approved by the MFLC PM. The contractor shall facilitate any adjudication dispute and appeal requests, including communication with the Government, on behalf of individuals that the contractor submits for background/suitability checks.

For all counselors, the contractor shall initiate a pre-employment check to include a Criminal History Background Check and FBI Fingerprint Check. Contract personnel/providers who have previously received an acceptable Criminal History Background Check and Fingerprint Check in the last five years shall provide proof to the contractor prior to performing under this contract.

At no time will the contractor deploy a counselor to fill an overseas assignment without the background/suitability check having been completed. The MC&FP Adjudications Team must have provided positive notification regarding the counselor having a favorable background/suitability check. If a counselor has traveled to an OCONUS assignment and was found to be unfit for performance based on their background/suitability check, the Government will not reimburse the travel, lodging, per diem, Meals and Incidental Expenses (M&IE), or travel costs for arrival to the OCONUS assignment or return to the United States.

The Government will not reimburse the contractor for any time frame during which services are not able to be performed due to the contractor's failure to complete the appropriate processing procedures for a counselor to obtain entrance to the performance location for that assignment. This applies to both CONUS and OCONUS. For the travel costs inclusive of lodging, per diem, and M&IE for OCONUS locations, the Government will not reimburse the lodging, meals or

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expenses for those day(s) of which the Counselor is not able to obtain entrance unless failure to gain entrance is due to a Government delay.

Furthermore, depending on counselor(s) assignment type(s) and worksite(s), the contractor may be required to undergo security vetting to obtain at minimum, a Secret clearance. The contractor shall comply with all rules and regulations for the processing and issuance of clearances. Currently, counselors assigned to worksites within DoD installations supporting U.S. Special Operations Command (SOCOM) regions and other similar secure locations shall possess, at minimum, Secret clearances for access to the applicable worksite by the affiliated Government assignment initiating the non-medical counselor professional service support requests. The contractor shall work with the installation POC to complete a Secret clearance (or higher) for counselors determined by the Government to need such a clearance.

Approximately 60 MFLCs require a Secret clearance; however, it is anticipated that the total number of personnel requiring a Secret clearance may increase. **Section J, Attachment Y** contains the footprint for the total estimated SOCOM worksites. Additional, similar assignments may be required at the Government's requests over the period of performance of this contract.

Access to worksites requiring clearances may be necessary for this contract and will be requested and granted on an as-needed basis.

The contractor shall have the required clearances NLT the end of the transition-in period. The MFLC PM or FEDSIM does have the ability to issue interim clearances; therefore, all interim determinations will be at the discretion of the security personnel at the supported location.

The contractor shall maintain sufficiently cleared personnel to perform tasks at these applicable worksites requiring clearances by this contract in accordance with the DD Form 254 (**Section J, Attachment J**). The contractor shall ensure that all technical and support personnel within the vicinity of Government computer systems/networks (i.e., classified and unclassified) are certified to the Government's mandated proficiency standard as described in DoDD 8570.1. The contractor shall maintain all required security clearance documentation and records and appropriate documentation of all applicable personnel clearances, or any request thereof, to the FEDSIM COR. The contractor shall not submit any individual for Government site access without the advance coordination with and approval of the Security Office, MFLC TPOC, MFLC PM, and FEDSIM COR.

H.5.1 CERTIFICATIONS

The contractor shall validate annually and be able to demonstrate (at any time) to the MFLC TPOC, MFLC PM, FEDSIM COR, or FEDSIM CO, in writing that counselors and supervisors have comprehensive/current knowledge of the overall military culture, issues affecting military families, and all requirements of this contract.

The MFLC TPOC, MFLC PM, and/or requirements of specific locations may dictate the MFLC and/or the CYB-MFLC to complete specialized training, which will be provided to the contractor.

H.5.2 INFORMATION ASSURANCE (IA)

The contractor may have access to sensitive (including privileged and confidential) data, information, and materials of the U.S. Government, to include data resident on the PIC. These

sources, printed and electronic, are for internal use only and remain the sole property of the U.S. Government. Some of these materials are protected by the Privacy Act of 1974 (AMENDED) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense. Performance under this contract may require the contractor to complete yearly IA training.

H.5.3 ACCESS CONTROL

The Government will issue a Common Access Card (CAC) and other forms of DOD identification necessary to access applicable Government facilities. CAC will be issued IAW applicable regulations. Issuance of CACs is determined by assignment location rules; contractor personnel should inquiry to the designated Government POC regarding the location CAC requirements. The MFLC PM will also issue a Letter of Authorization (LOA), as applicable, to deploying contractor personnel assigned to overseas locations. For deployed contractor personnel, the CAC and LOA together, depending on assignment length, may authorize the use of Government transportation and access to the following: on-base life support, Morale, Welfare, and Recreation (MWR) facilities, Army Post Office (APO)/Fleet Post Office (FPO) Postal Services, billeting, commissary, Dining Facilities (DFACS), excess baggage, Government-furnished meals, military clothing, military-issued equipment, resuscitative care, authorized weapons, DoD Issuances (DoDI) essential, fuel authorized, military banking, military exchange, Military Aircraft (MILAIR), and transportation. The contractor shall develop and implement procedures to ensure that metal and electronic keys, to include CACs, received from the Government are accountable, controlled, and safeguarded in accordance with applicable DoD regulations. All CAC and access control devices shall be returned upon completion of an assignment prior to departing the location.

H.5.4 IMMUNIZATIONS AND SHOTS

The contractor shall comply with current instructions and regulations for immunizations and shots.

DoDI 6205.02, DoD Immunization Program, establishes policy, assigns responsibilities, and provides procedures to establish a uniform DoD immunization program. Contractor personnel assigned to Government installations shall obtain and maintain current immunizations as required by local regulations. Per DoDI 3020.41, Operational Contract Support, Government personnel cannot force a contractor employee to receive an immunization or disclose private medical records against his or her will; therefore, particularly for medical requirements that arise after contract award, the FEDSIM CO will allow contractors time to notify and/or hire employees who are willing to meet Government medical requirements and disclose their private information.

CYB-MFLCs that are working within the child development programs shall be current on all immunizations recommended for adults by the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control and Prevention.

Additionally, CYB-MFLCs that are working within the child development programs must meet any Military Service or installation specific immunization requirements. The contractor shall confirm written documentation of immunizations and provide verification to the MFLC PM and service POCs, as required.

H.6 GOVERNMENT AND CONTRACTOR PROPERTY

H.6.1 CONTRACTOR PROVIDED PROPERTY

It is the contractor's responsibility to ensure all contractor personnel, to include the MFLCs, are equipped to be fully functional on day one of contract award and through the life of this contract. The contractor shall provide each counselor the proper equipment, services, administrative supplies, and internal corporate logistics (e.g. all corporate materials to the MFLC, that enable MFLC services at an MFLC's assigned duty location) to accomplish the requirements of this contract. This may include, but is not limited to telephones, laptops, email accounts, reports enabling technologies. The contractor is fully responsible for the management of all contractor provided property, with use and compliance IAW Government regulations. Equipment provided to the contractor personnel shall not be treated as an ODC or a direct bill to the contract as this equipment is not being purchased on behalf of the Government, the equipment does not get treated as Government Furnished Equipment nor Government Furnished Property. The contractors billed hourly rate shall be reflective of a fully functioning contractor personnel.

H.6.2 GOVERNMENT-FURNISHED PROPERTY (GFP)

In support of this requirement, based on local support environments, the contractor (specifically MFLCs) may be provided access to Government Property such as a laptop and phone. In accordance with FAR Part 45.1, GFP is defined as property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract.

The contractor shall manage displays/banners/signs, over the course of the PoP. Currently, there are approximately 400 display/banner/sign pieces, of which half are stored at a local government facility. Displays/banners/signs vary in terms of size, some examples are provided below, a full list of GFP by location will be provided post award:

4ft Curved Fabric Tabletop Display

6ft Table Throw cover

7ft Banner

The contractor shall manage the storage (through coordination with local POCs or as applicable contractor locations), in order to support Section C requirements.

The contractor shall safeguard and secure all GFP in accordance with DoD governing policies and procedures. All GFP shall be returned to the Government upon the departure of each responsible contractor employee or at the end of the contract, whichever date comes earlier. Use of all GFP for other than Government work is strictly prohibited.

H.7 GOVERNMENT-FURNISHED INFORMATION (GFI)

The contractor shall use GFI, data, and documents only for the performance of work under this contract, and shall return all GFI, data, and documentation to the Government at the end of the performance period. The contractor shall not release GFI, data, and documents to outside parties without the prior and explicit consent of the FEDSIM CO.

H.8 PROPERTY ACCOUNTABILITY

The contractor shall institute property control and accountability procedures to safeguard and maintain all Government property in accordance with FAR 45.105. Any loss or damage of this property shall be reported to the MFLC TPOC and the FEDSIM COR immediately and no later than three workdays of the discovery. All property shall be returned upon written request or upon completion of the contract and all property shall be returned in serviceable condition.

All property shall be accounted for and signed for by a designated contractor employee at each performance site. These designated contractor personnel shall also be accountable for inventory requirements and loss of or damaged property in accordance with the following:

- a. DFARS 252.245-7002, Reporting Loss of Government Property
- b. AR 710-2, Supply Policy Below the National Level
- c. AR 735-5, Policies and Procedures for Property Accountability
- d. DA Pamphlet 710-2-1, Using Unit Supply System (Manual Procedures)
- e. DA Pamphlet 710-2-2, Supply Support Activity Supply System (Manual Procedures)

H.9 SERVICE DELIVERY DURING EXTENUATING CIRCUMSTANCES (Reference Optional Task 8)

The Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.237-7023, Continuation of Essential Contractor Services, applies to this contract. The non-medical counseling, consultation, and outreach services provided to the military service members and their families have been determined to be considered “Essential contractor Service” in support of “Mission-essential Functions” by the MFLC PM.

However, and based on the worldwide delivery of services and the severity of the crisis, the installation commander may make the determination that services provided by the MFLCs are no longer an essential to that installation. The MFLC PM acknowledges the installation commander’s right to make this determination. In these extenuating circumstances the MFLC may be notified of the commander’s decision, by the local POC at that installation, prior to MFLC PM receiving such notification. In these instances, the contractor shall be responsible to ensure proper documentation is received of the commander’s determination to account for why the services are no longer being provided. The contractor shall work with the Program Office to determine the next course of action for the MFLCs impacted during the circumstance that results in a “no longer essential” determination.

Furthermore, and specific to the CYB MFLCs assigned to schools, in times of crisis, the local school system/local government may make the determination that schools be closed/canceled. During these times, the Government will follow the determination made by the local school system/local government. In these extenuating circumstances the MFLC may be notified of the local school system/local government, by the Government POC at that installation or the specific school principal, prior to MFLC PM receiving notification. In these instances, the contractor shall be responsible to ensure proper documentation is received of the local school system/local government’s determination to account for why the services are no longer being provided.

Ultimately, and during times of crisis, the contractor shall be flexible and work with the MFLC

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PM to ensure services are continued to be provided. Should face-to-face service interactions be restricted (e.g. base closures/school closures), the contractor shall provide other service delivery constructs which meet all privacy, security, and HIPAA compliance requirements (e.g. Skype, FaceTime, Google Hangout, Webex, Zoom) to support eligible participants. Cost considerations will be considered by the Government during these periods and will be negotiated at time of need.

H.10 TRAVEL

The cost of travel shall be allowable only when the specific written approval of the FEDSIM COR or CO is obtained prior to commencing the trip. Approval shall be requested in order that all necessary clearances may be processed. Each individual trip must be approved separately, even though it may have been included in a previously approved budget. OCONUS travel under this contract is defined as any travel outside of the continental United States. The contractor shall state on all invoices that include claims for travel reimbursement that those claims are fully supported by proper documents, the documents are available for audit, and the claims are in accordance with the travel regulations stated in Section H.10.1 below.

H.10.1 TRAVEL REGULATIONS

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. FTR - prescribed by the GSA, for travel in the continental U.S.
- b. JTR, Volume 2, DoD Civilian Personnel, Appendix A - prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.
- c. Department of State Standardized Regulations (DSSR) (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" - prescribed by the Department of State (DoS), for travel in areas not covered in the FTR or JTR.

Long-distance travel is defined as travel over 50 miles from a contractor's usual employment location.

H.10.2 TRAVEL AUTHORIZATION REQUESTS (TAR)

Before undertaking travel to any Government site or any other site in performance of this contract, the contractor shall have this travel approved by, and coordinated with, the FEDSIM COR. Additionally, the Government will not reimburse counselor travels that do not have an approved, associated TDL. Notification shall include, at a minimum, the number of persons in the party, traveler name, destination, duration of stay, purpose, and estimated cost. Prior to any long-distance travel, the contractor shall prepare a TAR (**Section J, Attachment M**) for Government review and approval. Long-distance travel will be reimbursed for cost of travel IAW the FTR, JTR, or DSSR.

Requests for travel approval shall:

- a. Be prepared in a legible manner.
- b. Include a description of the travel proposed including a statement as to purpose.
- c. Be summarized by traveler.

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- d. Identify the contract number.
- e. Identify the CLIN associated with the travel.
- f. Be submitted in advance of the travel with sufficient time to permit review and approval.

The contractor shall use only the minimum number of travelers and rental cars needed to accomplish the task(s). Travel shall be scheduled during normal duty hours whenever possible.

Travel to the place of performance (e.g., travel from the counselor's residence to the assignment location) is excluded from reimbursement by the Government. The Government will not reimburse CONUS travel expenses (e.g., rental car, personally owned vehicle mileage, air fare, lodging, per diem, M&IE) incurred by counselors traveling to their primary place of performance or CONUS local travel expenses incurred by counselors traveling around their primary assignment location unless required under applicable state or local law. CONUS travel is not to be used as an incentive to employing counselors not within a close proximity to the assignment location. Should the contractor request the Government to reimburse CONUS travel under these circumstances, unless required under applicable state or local law it shall be noted these kinds of arrangements may negatively impact the Contractor's SLA for MFLC utilization, as the Government finds these kinds of arrangements as not desirable.

In some instances MFLCs may be requested to travel from their assigned duty location to provide support outside of that location. Should the location they are providing support to be outside of the 50 mile radius from the assigned duty location, and does not otherwise qualify as temporary duty (TDY) long distance travel, the MFLC may be reimbursed travel expenses only to the extent that the expenses incurred exceed the employee's round-trip regular commuting costs, even if that commute is not performed every day.

For OCONUS, all travel expenses may be considered for reimbursement by the Government. Similar to CONUS travel, the Government will consider for reimbursement, travel greater than 50 miles from the assignment location to a secondary location requested and approved in advance by the Government (e.g., surge requirements), if the distance to the secondary location is greater than the normal commuting distance to the primary place of performance.

H.11 INSURANCE

The contractor shall have insurance in accordance with FAR 52.228-5, (Insurance – Work on a Government Installation).

- a. Workman's compensation insurance required by law of the State where performance is conducted.
- b. Comprehensive bodily injury insurance with limits of not less than \$500,000 for each occurrence.
- c. Property Damage liability with a limit of not less than \$100,000 for each occurrence.
- d. Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each occurrence, and property damage liability insurance with a limit of not less than \$50,000 for each occurrence.

H.11.1 DEFENSE BASE ACT (DBA) INSURANCE

Pursuant to FAR 28.305, DBA insurance coverage provides workers' compensation benefits

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(medical, disability, death) in the event of a work-related injury or illness outside the U.S.

The Government requires that employees hired by contractors and subcontractors who work internationally be protected by the DBA coverage, regardless of their assignment and/or location unless a waiver has been obtained by the U.S. Department of Labor (DoL).

DBA insurance may be charged as either a direct or indirect cost consistent with the contractor's CAS Disclosure Statement (D/S) and DCAA-approved accounting system, and shall be furnished to the TO CO within 30 days of award of a TO. If required and approved by the FEDSIM CO, additional DBA riders may be charged as a direct cost to the Government.

H.11.2 VEHICLE OPERATOR'S LICENSE REQUIREMENT

Unless specifically waived by the FEDSIM COR, all contractor personnel providing counseling support at Government locations shall possess a valid U.S. state vehicle operator's license. As a condition for employment under this contract, contractor personnel may be required to pass all tests for and obtain a U.S. military vehicle operator's permit for commercial sedans and similar, for use at Temporary Duty (TDY) locations. Before operating any military-owned or leased equipment, contractor personnel shall provide proof of license (issued by an appropriate Governmental authority) to the FEDSIM CO or FEDSIM COR.

The Government, at its discretion, may train and license contractor employees to operate military-owned or leased equipment.

The contractor and its employees shall be held jointly and severably liable for all damages resulting from the unsafe or negligent operation of military-owned or leased equipment.

H.12 DEPLOYMENT REQUIREMENTS

The requirements of this contract have been identified by the U.S. Government as being essential to the mission and operational readiness of the U.S. Armed Services operating worldwide; therefore, the contractor may be required to perform this contract during crisis situations (including war or a state of emergency), contingencies, or exercises in the identified area of operations, also known as theatre of operations, subject to the requirements and provisions listed below. These requirements apply to all personnel deployed to the Area of Responsibility (AOR), regardless if they are temporary travelers or permanently deployed/stationed.

The contractor shall be responsible for performing all requirements of this contract notwithstanding crisis situations, contingencies or exercises, including, but not limited to, the existence of any state of war, whether declared or undeclared, or state of emergency, by the U.S. or the host nation, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of U.S. Forces in the host nation. Failure by the contractor to perform may subject the contractor to a termination of this contract for cause.

The contractor shall ensure all contractor personnel participate in any required and/or necessary pre-deployment qualification training. The personnel in each team shall be available for deployment or duty at other designated CONUS locations at the end of that training period. MFLC will determine the actual initial deployment dates based on mission requirements. MFLC will assess individual performance during training in order to validate readiness to perform all tasks and duties. The Government will provide the following training (as needed):

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- a. Individual pre-deployment training in accordance with DoD and U.S. Central Command requirements.
- b. Weapons qualification training, if required by arming authorization (only if authorized by the CO).
- c. Technical and functional training on regional operational procedures, the threat situation and all operational and intelligence tools necessary to perform duties at the specific location and when deployed with forward elements.

Contractor personnel will be integrated into Government contingency plans, and afforded the same rights, privileges, protection, and priority as U.S. Government personnel. The Government may provide security, housing, and messing facilities for contractor personnel should conditions warrant.

H.12.1 DEPLOYING CONTRACTOR PERSONNEL

The contractor may be required to provide personnel to fill assignments in Hazard Duty/Combat Zones (HD/CZ) such as in the U.S. Africa Command (AFRICOM) AOR. The CONUS Replacement Center (CRC) at Fort Bliss, Texas (<https://www.bliss.army.mil/CRC/>) is currently the designated processing site for personnel deploying to HD/CZ locations. Contractor personnel being deployed to HD/CZ shall report to the CRC for pre-deployment processing. The CRC validates readiness and conducts deployment processing en-route to the HD/CZ duty station. Deploying contractor personnel shall complete all pre-reporting requirements so they can deploy immediately upon completion of CRC processing. Pre-reporting requirements include, but are not limited to:

- a. Medical readiness.
- b. Theater Specific Individual Readiness Training (TSIRT) certifications.
- c. Current Individual Readiness File (IRF) records needed for identification and processing.
- d. Valid passports and visas (for the longest period possible to mitigate a mid-tour break in service).
- e. Any other preparation to prevent rejection by the CRC.

Contractor personnel determined by the CRC to be non-deployable will be referred back to the contractor for disposition. Upon completion of the contractor's tour, contractor personnel shall redeploy and out-process through the CRC.

H.12.2 SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT)

The SPOT system is used to generate LOAs which define specific Government services and support all contractor personnel are authorized to receive in a deployment area. The contractor shall process LOAs in SPOT for all contractor personnel deploying under the TO and the additional documentation required with each LOA. The contractor shall fully execute all SPOT requirements. The SPOT system can be accessed at <https://spot.dmdc.mil/default.aspx>.

H.12.3 AIRCRAFT AND PERSONNEL AUTOMATED CLEARANCE SYSTEM

(APACS)

For OCONUS support, contractor personnel shall require an APACS Theater/Country clearance for travel to OCONUS locations. The contractor shall be required to prepare and obtain all necessary paperwork, documentation, and/or permits required for deployment. The website for APACS is <https://apacs.milcloud.mil/apacs/>. The contractor shall obtain and maintain an account for access to this site.

H.12.4 PASSPORTS, VISAS, AND CUSTOMS

The contractor shall be responsible for obtaining all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the FEDSIM CO for contractor employees; type of VISA shall be appropriate to support the 12 month timeline for MFLC support. The Government will facilitate the issuance of visas within current regulations. Visas will be provided by the Government when the FEDSIM CO determines it to be in the best interest of the Government.

All contractor employees shall be subject to the customs processing procedures, laws, agreements, and duties of the country to which they are deploying and the procedures, laws, and duties of the U.S. upon re-entry.

The contractor shall register all personnel with the appropriate U.S. Embassy or Consulate where possible.

H.12.5 TROOP CARE PROVIDER (TCP)

The contractor shall be responsible for understanding and complying with the DOCPER TCP requirements for those personnel whose assigned to OCONUS duty stations. All contract personnel filling assignments in Germany under this contract must be employees of the Prime contractor.

More information can be located on the U.S. Army Europe (USAREUR) DOCPER website: <http://www.eur.army.mil/g1/content/CPD/docper.html>.

H.12.6 CONTRACTOR COMPLIANCE

The contractor shall ensure that all contractor and subcontractor personnel comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DoD civilians and issued by the Theater Commander or his/her representative. This shall include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, and safety.

The contractor shall ensure, that all deployed personnel comply, with pertinent Service and DoD directives, policies, and procedures. The contractor shall ensure compliance with all Federal statutes, judicial interpretations, and international agreements (e.g., SOFAs, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. The FEDSIM CO will resolve disputes. Host Nation laws and existing SOFAs may take precedence over TO requirements.

- a. The contractor shall take actions to ensure the professional conduct of its personnel and subcontractors.

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- b. The contractor shall promptly resolve, to the satisfaction of the FEDSIM CO, all contractor personnel performance and conduct problems identified by the FEDSIM CO or FEDSIM COR.
- c. The FEDSIM CO may require the contractor, at the contractor's expense, to remove or replace any individual failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

H.12.7 SPECIAL LEGAL CONSIDERATIONS

Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, United States Code (U.S.C.), to establish Federal Jurisdiction over certain criminal offenses committed outside the U.S. by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes.

Applicability: This Act applies to anyone who engages in conduct outside the U.S. that would constitute an offence punishable by imprisonment for more than one year, the same as if the offense had been committed within the jurisdiction of the U.S. The person must be employed by or accompanying the Armed Forces outside the U.S.

H.12.8 ACCOUNTING FOR PERSONNEL

As required by the FEDSIM CO or FEDSIM COR and based on instructions of the Theater Commander, the contractor shall report its employees, including Third-Country Nationals (TCNs), entering and/or leaving the area of operations by name, citizenship, location, Social Security Number (SSN), or other official identity document number.

H.12.9 THEATER RISK ASSESSMENT AND MITIGATION

If a contractor individual departs an area of operations without contractor permission, the contractor shall ensure continued performance in accordance with the terms and conditions of the TO. If the contractor replaces an individual who departs without permission, the replacement is at contractor expense and must be in place within two business weeks or as instructed by the FEDSIM CO.

For badging and access purposes, the contractor shall provide the FEDSIM COR a list of all personnel (this includes subcontractors and/or local contractors being used in the area of operations) with all required identification and documentation information.

The contractor shall brief its employees regarding the potential danger, stress, physical hardships, and field living conditions.

The contractor shall require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships, and field living conditions that are possible if the employee deploys in support of military operations.

The contractor shall designate a POC for all of its plans and operations and establish an operations center to plan and control the contractor deployment process and resolve operational issues with the deployed force.

H.12.10 FORCE PROTECTION

While performing duties in accordance with the terms and conditions of the TO, the Service/Agency (e.g., Army, Navy, Air Force, Marine Corps, Defense Logistics Agency (DLA)) will provide force protection to contractor employees commensurate with that given to Service/Agency civilians in the operations area. Contractor employees should be made aware of force protection provided by the Government and NOT take any actions that would put themselves in harm's way beyond what is reasonable and expected from the conditions offered by the services.

H.12.11 REST AND RECUPERATION (R&R) AND EMERGENCY LEAVE

Per DoDI 1327.06, Leave and Liberty Policy Procedures, the R&R leave program provides Government-funded transportation from the R&R duty location to the designated R&R destination. R&R locations must meet all of the following criteria:

- a. Be in an area that is dependent-restricted.
- b. Be in an area designated for hostile fire or imminent danger pay, as authorized by section 310 of Title 37, United States Code.
- c. Be in an area in which entry of Service members on official or unofficial travel is controlled (see the DoD Electronic Foreign Clearance Guide (Reference (n)))
- d. Be in an area where ordinary annual leave programs have been restricted for reasons of military necessity.

Deployed personnel, performing a 12-month assignment at minimum, shall be eligible for one, two- week R&R trip to the contractor Home of Record (HOR) per year of deployment. Airline fare and per diem for travel days are authorized in accordance with the FTR.

Travelers may travel to an alternate location other than the HOR, but costs above those calculated for the trip to and from HOR must be covered by the traveler.

In OCONUS areas, emergency leave travel is not chargeable to this contract, but may be taken in lieu of R&R travel. If a contractor employee is in a deployment location and an emergency occurs prior to the normal R&R period, the Government will normally accommodate the emergency leave once the emergency is verified by the Red Cross. If the contractor has questions on what constitutes emergency leave, the contractor shall refer to DoDI 1327.06 dated June 2009. Travel in conjunction with emergency leave (unless traveling from deployment area and emergency leave approved in advance by the FEDSIM COR is in lieu of R&R travel) is at individual expense and not chargeable to the Government.

H.12.12 LIVING UNDER FIELD CONDITIONS

If requested by the contractor, and if available, the Government will provide contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to Government employees and military personnel in the theater of operations.

Government provided housing/lodging could be available and is at the installation commander's discretion. Information regarding the current rules relative to the availability of base

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housing/lodging to contractors should be addressed during coordination with the local POC (reference Section C.5.1.14). MFLC assignments do include locations currently classified as restricted areas such as positions supporting AFRICOM.

H.12.13 MORALE, WELFARE, AND RECREATION (MWR)

The Government will provide contractor employees deployed in the theater of operations MWR services commensurate with that provided to DoD civilians and military personnel deployed in the theater of operations.

H.12.14 HEALTH AND LIFE INSURANCE

The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations and allow traveling in military vehicles. Insurance is available under the Defense Base Act administered by the DoL.

H.12.15 NEXT OF KIN NOTIFICATION

Before deployment, the contractor shall ensure that each contractor employee completes a Department of Defense, DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated Government official. The contractor shall be responsible for establishing a line of communication to notify and inform its employees' families of the status of the employee while he/she is deployed. The Government is responsible for ensuring that the contractor is notified of its employees' status at the earliest possible time without compromising national security. The Government reserves the right to notify families of contractor employees' status only when it is in the best interest of the Government.

H.12.16 RETURN PROCEDURES

Upon notification of return, the MFLC TPOC and MFLC PM may authorize and the FEDSIM COR may approve contractor employee travel from the theater of operations to the designated individual deployment site. The contractor shall ensure that all Government-Furnished Property (GFP) provided to the contractor or the contractor's employees are returned to Government control upon completion of the deployment. The contractor shall provide the MFLC TPOC with documentation, annotated by the receiving Government official, of all property returns. The contractor shall be liable for any GFP not returned to the Government.

H.12.17 HARDSHIP AND DANGER PAY

Post (Hardship) Differential and Danger (Hazard) pay are allowances that provide additional compensation above basic compensation in a foreign area as determined by the DoS where civil insurrection, civil war, terrorism, or wartime conditions threaten physical harm or imminent danger to the health or well-being of the employee. The contractor shall be reimbursed for payments made to its employees for danger pay, not to exceed that paid U.S. Government civilian employees, in accordance with the provisions of the DSSR Chapter 500 – Post (Hardship) Differential, Chapter 650 - Danger Pay Allowance, and Section 920 - Post Classification and Payment Tables, as may be amended. Entitlement to compensation to 'Basic Compensation' shall be only applicable to the first 40 hours of effort performed per week. Hardship and danger pay shall be billed as an ODC.

H.13 STATUS OF FORCES AGREEMENTS (SOFA)

The contractor shall refer to the DoD Foreign Clearance Guide and APAC website to identify all relevant SOFAs to fulfill the applicable MFLC assignments. The contractor shall be responsible for obtaining all necessary legal advice concerning the content, meaning, application, etc. of any applicable SOFAs, and similar agreements. The contractor shall adhere to all relevant provisions of the applicable SOFAs and other similar related agreements.

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the various SOFA implemented by U.S. Forces in a variety of theaters (e.g., South Korea, Italy, and Germany). The contractor shall coordinate with the Government to satisfy all requirements by the governing regulations for the specified theater. The contractor shall do the initial research into the requirements and inform the Government as to what the requirements are to travel into theater. It is agreed that the withdrawal of IC or TR status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, withdrawal of SOFA status for any reason shall not serve as a basis for the contractor filing any claims against the U.S.

H.13.1 REPUBLIC OF KOREA SOFA STATUS

IC and TR status shall be governed by the U.S. - Republic of (South) Korea (ROK) SOFA as implemented by United States Forces Korea (USFK) Regulation 700-19, which can be found under the “publications” tab on the USFK homepage: <http://www.usfk.mil>.

Contract personnel may be classified as members of the “civilian component” under Article I-(b) of the SOFA between Korea and the U.S. This classification may be available, upon application, to all of the contractor personnel who are U.S. citizens, who do not ordinarily reside in Korea, and whose presence in Korea is necessary for the execution of this TO. This classification may entitle the employee to enter Korea, pursuant to invitational orders, under Article IX of the SOFA. Contractor personnel classified as members of the “civilian component” under this Section shall be subject to all U.S. Forces regulations and directives, which pertain to the “civilian component” in Korea.

All questions regarding anything relating to this SOFA process will be directed to the MFLC TPOC and FEDSIM COR and at no time will the contractor or contractor personnel contact officials in Korea regarding processes, procedures, and statuses of contracts or applications.

H.13.1.1 INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. - REPUBLIC OF KOREA (ROK)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the “publications” tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause—

“U.S. – ROK Status of Forces Agreement” (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of Contract 47QFCA21C0002

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U.S. Armed Forces in the Republic of Korea, as amended

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

“United States Forces Korea” (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

“Commander, United States Forces Korea” (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

“USFK, Assistant Chief of Staff, Acquisition Management” (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

“Responsible Officer (RO)” means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15289, APO AP 96205-5289.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The contractor’s direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

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(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

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(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. “off-limits”), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver’s license or a valid international driver’s license to legally drive on Korean roads.

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third

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country national contractor personnel.

(2) Non-combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause. (End of Clause)

H.13.2 GERMANY SOFA STATUS

The contractor shall comply with Army in Europe (AE) Regulation 715-9 “Contractor Personnel in Germany – Technical Expert, Troop Care, and Analytical Support Personnel,” AE Regulation 600-700, “Identification Cards and Individual Logistics Support,” and guidance provided on DOCPER and U.S. European Command (USEUCOM) Civilian Personnel Directorate websites for SOFA and TCP status.

The DOCPER implements the Agreements of March 27, 1998, and the Agreements of June 29, 2001, signed by the U.S. Embassy and German Foreign Ministry, establishing bilateral implementation of Articles 72 and 73 of the Supplementary Agreement (SA) to the North Atlantic Treaty Organization (NATO) SOFA. These two Articles govern the use in Germany of DoD contractor personnel as Technical Experts (TE). Contracts that propose to employ TE personnel in Germany and the applications of individuals seeking TE status under those contracts are submitted through DOCPER. The DOCPER website: <https://wr.acpol.army.mil/dcops-user/>

provides guidance for DoD contractors for SOFA and TCP status.

All questions regarding anything relating to this SOFA process will be directed to the MFLC TPOC and FEDSIM COR and at no time will the contractor or contractor personnel contact officials in Germany regarding processes, procedures, and statuses of contracts or applications. Assignment transition will be considered on a case by case basis.

H.13.3 ITALY SOFA STATUS

The contractor is responsible for preparing the paperwork as required by the Italian and U.S. Governments for TDY personnel and those personnel awaiting TR approval. The governing authority is the “Tri-Component Directive for Italy on Personal Property, Rationed Goods, Motor Vehicles and Drivers’ Licenses, Civilian Component and Technical Representative Status,” issued on February 20, 2004. As for the TCP process in Italy, the documentation for each contractor employee to be stationed in Italy must be approved prior to completion of the contract transition period and each contractor employee in Italy must have approved status before beginning employment on this contract in Italy.

Full details on all requirements and processes for gaining required documentation needed for contract operations in Italy, and information on the DOCPER Contractor Online Processing System (DCOPS), the use of which is required, may be accessed through the following website: <https://wr.acpol.army.mil/dcops-user/>.

The U.S. Sending State Office (USSSO) for Italy is the DoD diplomatic-legal office responsible for supervising the administration of the NATO SOFA in Italy. USSSO is also the diplomatic representative for all foreign criminal jurisdiction issues involving DoD personnel; the NATO SOFA, and Foreign Claims Act claims arising out of DoD activities in Italy; the legal advisor to the Office of Defense Cooperation; the legal representative in Italy for USEUCOM; the litigation liaison to the U.S. Department of Justice (DoJ) for all Italian civil and labor litigation involving DoD activities; and the staff civil law advisor to the Ambassador and the diplomatic mission.

Contractor personnel performing in Italy shall comply with all applicable NATO SOFA requirements and provisions. USSSO URL: <https://it.usembassy.gov/embassy-consulates/rome/sections-offices/ussso/>.

All questions regarding anything relating to this SOFA process will be directed to the MFLC TPOC and FEDSIM COR and at no time will the contractor or contractor personnel contact officials in Italy regarding processes, procedures, and statuses of contracts or applications. OCONUS assignment transition will be considered on a case by case basis.

H.13.4 JAPAN SOFA STATUS

IC and TR status shall be governed by the U.S. - Japan SOFA as implemented by United States Forces Japan (USFJ) instruction 64-100, which can be found at the USFJ site: <http://www.usfj.mil/Portals/80/USFJI%2064-100.pdf?ver=2018-04-24-015440-187>.

U.S. citizen contractor personnel entering Japan under the Visa Waiver Program receive a 90-day temporary visa, and may perform services on behalf of U.S. armed forces, as long as no Japan-source income is received. Such personnel do not have a SOFA status. Contract personnel may be classified as members of the “civilian component” under Article I-(b) of the SOFA between

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Japan and the U.S. This classification may be available, upon application, to all of the contractor personnel who are U.S. citizens, who do not ordinarily reside in Japan, and whose presence is requested through a Letter of Authorization from the FEDSIM CO, following the procedures in USFJ instruction 64-100. The contractor shall provide counselors to serve in assignments for a period of 12 months or the duration of the approved assignment issued.

All questions regarding anything relating to this SOFA process will be directed to the MFLC TPOC and FEDSIM COR.

H.14 DEPLOYMENT-SPECIFIC CONTRACT CLAUSES:

Current Deployment specific clauses are shown in Section I.

H.14.1 ALLOWABLE COSTS FOR AND BENEFITS FOR OCONUS CONTRACTOR PERSONNEL

H.14.1.1 RELOCATION

Relocation covers the expense of relocating existing contractor personnel to new work locations and relocating new contractor staff to their work locations overseas. The Government does not anticipate reimbursing contractor costs for relocation other than the travel costs (i.e., plane ticket) for the contractor employee only. However, the Government may allow payment of full relocation costs allowable in accordance with FAR Subpart 31.205-35 Relocation costs, upon the determination that the relocation is advantageous to the Government and estimated costs are approved in advance by the FEDSIM COR, MFLC PM, and MFLC TPOC as documented in the Relocation Plan.

A Relocation Plan for each contractor relocated identifies the costs the Government agrees to pay and also identifies a service commitment (FAR Subpart 31.205-35 Relocation costs (d)) the transferring contractor employee or new-hire makes in return for the relocation expenses being paid to the location. A minimum 12 month service commitment must be satisfied for reimbursement of relocation costs back to the employee home of record (repatriation).

The MFLC TPOC, MFLC PM, and FEDSIM COR must pre-approve estimated direct costs associated with repatriation to the contractor employee's home of record and are subject to the following:

- a. Expenses incurred relocating transferring contractor employees or new-hires among user sites are paid if the MFLC PM, MFLC TPOC and FEDSIM COR agree that the relocation is advantageous to the Government.
- b. MFLC requests the contractor employee's removal from his/her position for reasons other than performance (e.g., the position is no longer needed).
- c. The MFLC PM, MFLC TPOC and FEDSIM COR will not approve reimbursement of costs associated with relocation of contractor employees back to the employee home of record in cases where:
 1. The contractor employee leaves before satisfying the 12 months minimum commitment or termination of the requirement, whichever occurs first.
 2. The contractor removes a contractor employee from an assignment at an MFLC location for cause (e.g., poor performance or violation of SOFA or local base rules

and regulations).

H.14.1.2 RELOCATION COSTS

Contractor costs for relocation will be reimbursed at the limits set in the regulations identified in FAR 31.205-35 and FAR 31.205-46.

Relocation costs shall be based on actual costs (plus handling charge) incurred in accordance with the DSSR. The itemized expense statement and receipts shall accompany claims for reimbursement. The costs shall be determined reasonable and allowable to the extent that they do not exceed, on a daily basis, the maximum per diem rates in effect at the time of travel.

It is intended that these costs will be paid by the Government only in conjunction with an OCONUS assignment where the contracted assignee has agreed to serve in such assignment for a minimum period of 12 months (typical location rotation, or termination of the requirement, whichever occurs first. In the event of early termination of the assignment by the contracted assignee, all non-salary costs associated with the overseas assignment will default to the contractor and the Government will be reimbursed for any previous payments.

Permanent Change of Station (PCS)/Repatriation Costs: Contractors moving in or out of new locations on the TO will only be reimbursed for 30 days of temporary lodging status in the immediate area of the location and 30 days of rental car use. Rates can be found at the Defense Travel Management Office website (<http://www.defensetravel.dod.mil/site/perdiemCalc.cfm>). The Government will only pay for one PCS and Repatriation move for each contractor employee position. Contractors will be liable for all PCS and Repatriation costs associated with the replacement of an approved contractor employee.

Household Goods: Costs for household goods transportation, up to 18,000 pounds (lbs.) and one Privately Owned Vehicle (POV) per move will be reimbursed.

All relocation costs shall not exceed \$30,000 per move (including car rental costs for PCS/Repatriation).

H.14.2 COST OF LIVING ALLOWANCE (COLA)

Contractor personnel are authorized to receive a COLA to compensate the contractor for serving at a location where the cost of living (excluding the cost of quarters and the cost of eligible family members' education) is substantially higher than in the Fort Belvoir area. This allowance is based on a percentage of spendable income and varies by location, salary, and number of dependents.

If contractor personnel are authorized to receive Per Diem, Lodging, and/or Transportation allowances (i.e. in a travel status), they are not eligible to receive COLA. Conversely, if contractor personnel are authorized to receive COLA, they are not eligible to also receive Per Diem, Lodging, and/or Transportation allowances (except initial travel to location to include plane ticket, up to 14 days of per diem while contractor personnel seek permanent housing, and any country-specific quarantine time).

The example calculation below provides more detail.

Example only:

COLA Calculation: A contractor with an annual base salary of \$125,000 and a family of three
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located in Stuttgart, Germany would receive \$7,740 in annual COLA. Follow the steps below to see how the COLA amount was calculated.

Step 1: Using the DoS website

(<http://aoprals.state.gov/Content/Documents/SpendableIncome.pdf>) find the annual spendable income for the annual base salary of \$125,000 with a family size of three on the “Annual Spendable Income by Salary and Family Size” table. This amount is \$51,600.

Step 2: Using the DoS website (<https://aoprals.state.gov/Web920/cola.asp>) find the DoS Post (Cost of Living) Allowance Percentage of Spendable Income Rate for Stuttgart, Germany. This amount is ten percent.

Step 3: Calculate the COLA by multiplying the annual spendable income (\$51,600) and the percentage of spendable income rate (fifteen percent) to get the annual COLA amount ($\$51,600 \times 15 = \$7,740$). This amount will vary according to location, date, and annual salary entries.

H.14.3 LIVING QUARTERS ALLOWANCE (LQA)

Contractor personnel are also authorized to receive an annual LQA which is intended to cover the contractor’s costs for rent, heat, lights, fuel, gas, electricity, water, and certain other fees. The LQA amount is calculated on the basis of location and with or without dependents rates.

Reimbursement will be based on actual cost and will not exceed the applicable Group 3 rates as outlined in the “Annual Living Quarters Allowance In U.S. Dollars (DSSR 130) Rates.” These rates may be found at the following DoS website:

http://aoprals.state.gov/Web920/lqa_all.asp?MenuHide=1.

No other costs, regardless if allowable or not, shall be authorized for reimbursement for contractor overseas permanent assignments without written approval from the FEDSIM COR and MFLC TPOC.

If contractor personnel are authorized to receive Per Diem, Lodging, and/or Transportation allowances (i.e. in a travel status), they are not eligible to receive LQA. Conversely, if contractor personnel are authorized to receive LQA, they are not eligible to also receive Per Diem, Lodging, and/or Transportation reimbursement (except initial travel to location to include plane ticket and any travel for in-country-specific quarantine time).

H.14.4 REFUNDS FOR TRAINING AND TRAVEL COSTS

Costs incurred by contractor personnel and paid by the Government for contractor training and travel shall be refunded or credited to the Government in the event the employee resigns from the contract or is terminated for reasons within his or her control within six months from the commencement of deployment or relocation. The FEDSIM CO in conjunction with the MFLC PM, MFLC TPOC and FEDSIM COR will ultimately determine if the Government will pursue a refund or a credit from the contractor.

The contractor shall refund or credit to the Government all costs incurred by the Government for specialized instructor and/or National Defense College (NDC) training or travel in the event contractor personnel do not successfully complete said training or fail to pass the mandatory NDC basic health assessment.

The following scenarios are examples of situations where the Government would require

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reimbursement of all training and travel expenses if the issue occurs during the initial six months from the commencement of deployment or relocation. This is not an all-inclusive list.

- a. Contractor employee deployed to Afghanistan is found in possession of alcoholic beverages or pornography (violation of General Order #1).
- b. Contractor employee in Korea is detained by military police for violation of U.S. Army policy on sexual exploitation.
- c. Contractor employee in Italy decides two weeks after arriving that he or she “made a mistake” and chooses to return home.
- d. Contractor employee in Germany departs the contract to accept a different position in Germany under a different TO outside of MFLC.
- e. Contractor employee in Kuwait with an Interim Secret clearance has that clearance revoked; during review, it is determined the contractor failed to complete a law enforcement background check on the employee, which would have revealed a felony conviction, recent illicit drug use, or similar.
- f. Contractor employee reports to NDC (or equivalent) and is quickly disqualified for deployment due to morbid obesity (Body Mass Index (BMI) greater than or equal to (\geq) 40).

The following scenarios are examples of situations where the Government would likely allow contractor incurred charges to stand, even if it occurred during the initial six months from the commencement of deployment or relocation:

- a. Contractor employees in Afghanistan are advised that their spouse or child has died, been seriously injured, or has a very serious disease.
- b. Contractor employees in Korea break his or her leg or suffer another serious injury (not related to abuse of alcohol or illegal drugs) that would require the employee to remain in a non-billable status for an extended period.
- c. Contractor employee in Germany suffers a heart attack and is told by a physician that he or she can no longer do the strenuous physical labor required for the position.
- d. Contractor employee in Kuwait with an Interim Secret clearance has that clearance revoked; during review, it is determined the contractor did obtain a law enforcement background check on the employee and the employee passed that check prior to hire.
- e. Contractor employee reports to NDC and medical authority there subsequently disqualifies employee from deployment for reason that was not uncovered or revealed by employee’s physician (contractor must be able to document that employee did complete and pass a private physician medical screening).

H.14.5 SAFETY AND HEALTH HAZARDS

The Government will provide the contractor with all applicable guidance, instructions, and general orders issued by the theater/regional Commander on force protection and safety. For all missions in scope of this contract, the contractor shall fully adhere to all DoD, and local command authority specified safety, transportability, and accreditation releases, processes, and procedures. The contractor shall fully comply with all safety bulletins received and reporting requirements specified. Additionally, the contractor shall distribute safe working practices information and conduct periodic safety meetings with its workforce (the specific frequency shall be determined in consultation with the MFLC TPOC).

H.15 ODCs

The Government may require the contractor to purchase ODCs, to include hardware, software, and related supplies critical and related to the services being acquired under the contract. Such requirements will be identified at the time a contract is issued or may be identified during the course of a contract by the Government or the contractor. If the contractor initiates a purchase within the scope of this contract and the prime contractor has an approved purchasing system, the contractor shall submit to the FEDSIM COR a Request to Initiate Purchase (RIP) (**Section J, Attachment N**). If the prime contractor does not have or is to lose its approved purchasing system, the contractor shall submit to the FEDSIM CO a Consent to Purchase (CTP) (**Section J, Attachment O**). The RIP and CTP shall include the purpose, specific items, estimated cost, cost comparison, and rationale. The contractor shall not make any purchases without an approved RIP from the FEDSIM COR or an approved CTP from the FEDSIM CO and without complying with the requirements of Section H.18.2.

H.16 TRAINING

All references to contractor or contractor personnel in this section are inclusive of both prime contractor personnel and, if applicable, all subcontractor personnel.

The contractor shall provide fully trained (with the exception of those stated below) experienced technical and lead personnel required for performance. Training of contractor personnel shall be performed by the contractor at his/her own expense which includes both the cost of the training class and work hours, except:

- a. When the FEDSIM COR in coordination with the MFLC PM and MFLC TPOC has given prior approval for training to meet special requirements that are peculiar to the contract.
- b. Limited training of contractor employee(s) may be authorized when the Government determines it to be in the best interest of the Government.
- c. The Government will not authorize training for contractor personnel to attend seminars, symposia, or user group conferences, unless certified by the contractor and the FEDSIM COR that attendance is mandatory for the performance of contract requirements.

When training is authorized by the FEDSIM COR, in coordination with the MFLC TPOC, in writing under the conditions set forth above, the Government will reimburse the contractor for tuition, travel, and per diem, if required.

H.16.1 REQUIRED TRAINING FOR ALL CONTRACTOR PERSONNEL

The labor hours associated with the following required training for all contractor personnel can be expensed by the contractor. The contractor shall keep these expenses at a minimum. As applicable, all contractor personnel shall complete the following required trainings:

The contractor shall comply with the following DoD Directives (DoDD) and DoDIs and all future updates which may be found at the respective links:

DoDD <http://www.dtic.mil/whs/directives/corres/dir.html>; and DoDI <http://www.dtic.mil/whs/directives/corres/ins1.html>.

- a. DoDI No.1342.22, Military Family Readiness

<http://www.dtic.mil/whs/directives/corres/pdf/134222p.pdf>

b. DoDD No. 5200.02, Subject: DoD Personnel Security Program

http://www.dtic.mil/whs/directives/corres/pdf/520002_2014.pdf

c. DoDI No. 6490.06, Counseling Services for DoD Military, Guard and Reserve, Certain Affiliated Personnel, and Their Family Members

<http://www.dtic.mil/whs/directives/corres/pdf/649006p.pdf>

d. DoDI No. 6400.06, Domestic Abuse Involving DoD Military and Certain Affiliated Personnel <http://www.dtic.mil/whs/directives/corres/pdf/640006p.pdf>

e. DoDI No. 6495.02 Sexual Assault Prevention and Response (SAPR) Program

<http://www.dtic.mil/whs/directives/corres/pdf/649502p.pdf>

f. DoDI No. 1402.05, Background Checks on Individuals in DoD Child Care Services Programs <http://www.dtic.mil/whs/directives/corres/pdf/140205p.pdf>

g. Additionally the contractor shall reference the latest versions of following applicable documents as needed -- American Psychiatric Association, Diagnostic and Statistical Manual (DSM)

H.16.2 TRAINING FOR COUNSELOR PERSONNEL

The following training activities are mandatory for all counselors and completion shall be demonstrated prior to assignment, or as indicated below.

a. The contractor shall provide training and orientation for counselors and supervisors that include all requirements of this contract, service-specific and general military culture and customs, structure and chain of command, ranks and insignia, local travel reimbursement rules, and other specialized subject areas prior to beginning an assignment. The contractor shall submit this training to the MFLC PM for approval, to include title, description, and description of the content. The contractor shall design and implement a method for regularly updating personnel on current/emerging issues pertaining to military life. Counselors shall be familiar with evolving issues that affect military members and their families.

b. The contractor shall ensure that all MFLCs and CYB-MFLCs assigned to facilitate Military Caregiver PEER Forums will complete seven evidenced-based modules, as designated by the Government in Attachment J-4 Training Modules for Non-medical Providers Supporting Military Caregivers, prior to performing requirements outlined in Section C.

c. The contractor shall annually certify and be able to demonstrate (at any time) to the MFLC TPOC, FEDSIM COR, MFLC PM, or the FEDSIM CO, in writing that the counselors and supervisors have comprehensive/current knowledge of the overall military culture, issues affecting military families, and all requirements of this contract. The MFLC TPOC, FEDSIM COR, and MFLC PM and the Military Services may require the MFLC and CYB- MFLCs to complete specialized training which will be provided to the contractor.

d. The contractor shall ensure all MFLCs complete CALM training, "Counseling on Access to Lethal Means." This 90-minute training module will be provided to the contractor. (To be completed within 30 days post assignment)

e. The contractor shall ensure all CYB-MFLCs complete the National Child Traumatic Stress Network Foundational Knowledge Course. Access to the course will be provided to the contractor. (To be completed within 90 days post assignment)

H.17 ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS

H.17.1 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

- a. If a contractor has performed, is currently performing work, or anticipates performing work that creates or represents an actual or potential OCI, the contractor shall immediately disclose this actual or potential OCI to the FEDSIM CO in accordance with FAR Subpart 9.5. The nature of the OCI may involve the prime contractor, subcontractors of any tier, or teaming partners.
- b. The contractor is required to complete and sign an OCI Statement (**Section J, Attachment K**). The contractor must represent either that (1) It is not aware of any facts which create any actual or potential OCI relating to the award of this contract, or (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential OCI and has included a mitigation plan in accordance with paragraph (c) below.
- c. If a contractor with an actual or potential OCI believes the conflict can be avoided, neutralized, or mitigated, the contractor shall submit a mitigation plan to the Government for review.
- d. In addition to the mitigation plan, the FEDSIM CO may require further information from the contractor. The FEDSIM CO will use all information submitted by the contractor, and any other relevant information known to GSA, to determine whether an award to the contractor may take place, and whether the mitigation plan adequately avoids, neutralizes, or mitigates the OCI.
- e. If any such conflict of interest is found to exist, the FEDSIM CO may determine that the conflict cannot be avoided, neutralized, mitigated, or otherwise resolved to the satisfaction of the Government, and the contractor may be found ineligible for award. Alternatively, the FEDSIM CO may determine that it is otherwise in the best interest of the U.S. to contract with the contractor and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded.

H.17.2 COUNSELORS/CONSULTANT(S) CONFLICT OF INTEREST

The contractor shall ensure the following circumstances are adhered to as a prime contractor and its subcontractors.

- a. It is recognized by the parties hereto that the effort performed by the Contractor under this contract is of a nature that creates a potential organizational conflict of interest as contemplated under FAR Subpart 9.5.
- b. In the performance of this contract, the contractor may have access to data which is procurement sensitive or is proprietary to other companies, Government consultants or advisors or the Government. The contractor agrees that it will not utilize such procurement sensitive or proprietary data in performance of future competitive contracts, for studies in the same field. The contractor further agrees not to act as a subcontractor or consultant to any other prime contractor or subcontractor seeking to utilize data.

The contractor guarantees that, to the best of its knowledge and belief, there are no relevant facts or circumstances, which would give rise to an organizational conflict of interest, as defined in

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FAR Subpart 9.5, or that the contractor has disclosed all such relevant information.

- a. The contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor shall make a full disclosure in writing to the FEDSIM CO. This disclosure shall include a description of actions which the contractor has taken or proposes to take to avoid or mitigate the actual or potential conflict.
- b. If the contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the FEDSIM CO, the Government may terminate the contract.
- c. The contractor and all contractor personnel shall remain free of any conflicts of interest when issuing referrals to service members or families. All personnel performing under this contract are expressly prohibited from self-referrals and referring service members and their families to any counseling practice for which the counselor may have a personal, financial or other interest.

H.17.3 NON-DISCLOSURE REQUIREMENTS

If the contractor acts on behalf of, or provides advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, then the contractor shall execute and submit a Corporate Non-Disclosure Agreement (NDA) Form (**Section J, Attachment L**) and ensure that all its personnel (to include subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the contract:

- a. Are instructed in the FAR 3.104 requirements for disclosure, protection, and marking of contractor bid or proposal information, or source selection information.
- b. Are instructed in FAR Part 9 for third-party disclosures when acting in an advisory capacity.

All proposed replacement contractor personnel shall also be instructed in the requirements of FAR 3.104. Any information provided by contractors in the performance of this contract or obtained from the Government is only to be used in the performance of the contract. The contractor shall put in place appropriate procedures for the protection of such information and shall be liable to the Government for any misuse or unauthorized disclosure of such information by its personnel, as defined above.

H.18 COMMERCIAL SUPPLIER AGREEMENTS

H.18.1 The Government understands that commercial software tools that may be purchased in furtherance of this contract as described in Section C.5 may be subject to commercial agreements which may take a variety of forms, including without limitation licensing agreements, terms of service, maintenance agreements, and the like, whether existing in hard copy or in an electronic or online format such as “clickwrap” or “browsewrap” (collectively, “Supplier Agreements”). The contractor shall provide all applicable Supplier Agreements to the FEDSIM CO prior to purchase and shall cooperate with the Government in negotiating suitable terms to comply with this Section which shall be “specific rights” pursuant to DFARS 227.7202-3.

H.18.2 The contractor shall ensure that any proposed Supplier Agreements allow the associated software and services to be used as necessary to achieve the objectives of this contract. The contractor shall provide all applicable Supplier Agreements to the FEDSIM CO prior to purchase

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and shall cooperate with the Government, including negotiations with the licensor as appropriate, to ensure compliance with this Section. Without limiting the generality of the foregoing, a compliant Supplier Agreement shall permit all of the following at no extra charge to the Government: (a) access and use by support contractors, including a successor contractor upon termination or expiration of this contract; (b) access and use by employees of other Federal, state, and local law enforcement agencies; (c) transfer to a different data center and/or a successor contractor's cloud; and (d) the creation of derivative works that shall be subject to at least the same rights as set forth in subparagraphs (a) through (c) above.

H.19 PRESS/NEWS RELEASE

The contractor shall not make any press/news release pertaining to this procurement without prior Government approval and only in coordination with the FEDSIM CO. The contractor shall not make any media interviews under this contract, unless approved by the MFLC TPOC, MFLC PM, and FEDSIM COR.

In support of this requirement, MFLCs may be approached by base publications for articles and interviews; contractors shall not make any interviews without prior local and MFLC PM approval.

H.20 INTELLECTUAL PROPERTY RIGHTS

The existence of any patent, patent application, or other intellectual property right that encumbers any deliverable must be disclosed in writing on the cover letter that accompanies the delivery. If no such disclosures are provided, the data rights provisions in DFARS 252.227-7013 apply.

H.21 AWARD FEE

See the AFDP in **Section J, Attachment D**.

H.22 CONTRACTOR IDENTIFICATION

As stated in 48 CFR 211.106, Purchase Descriptions for Service Contracts, contractor personnel shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

H.23 TECHNICAL DIRECTION LETTER (TDL) PROCESS

The Government will specify counseling services through the use of TDLs, approved through a Government-owned automated system (currently BOSS), and Unique Numerical Identifiers (UNIs) for this contract. Technical direction in the form of a TDL are a means of communication between the FEDSIM COR, MFLC PM, MFLC TPOC, and the contractor to answer technical questions, provide technical clarification, and give technical direction regarding the content of the PWS (see Section C). Technical direction is defined as the Government's guidance of a contractor's effort toward certain areas of endeavor or lines of inquiry that fall within the contract scope and tasks. DFARS 201.602-2 states that the CO may designate qualified

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personnel as a COR. In this capacity, the FEDSIM COR, MFLC PM, and MFLC TPOC may provide Technical Direction to the contractor, so long as the Technical Direction does not make any commitment or change that affects price, quality, quantity, delivery, period of performance, or other terms and conditions of the contract.

- a. The accomplishment of this technical direction will take place through the use of completed and approved TDLs. The TDL will be provided by the Government which identifies the type of counselor requested, the length and location of the assignment, and the UNI assigned to the assignment. A UNI is the unique identifier for each counselor assignment. The FEDSIM COR coordinates such direction with the contractor to ensure that it does not impose work beyond what the contract requires.
- b. TDLs will be provided to the contractor by the Government, if authorized during the term of this contract. Term is defined as the period of performance for the contract and any options that may be exercised. At the beginning of a period of performance (e.g. award or Option Period exercise), the Government will issue a batch TDL which references multiple UNIs for assignment by the contractor. TDLs will provide specific information related to the specific project(s) and the associated tasks contained within the contract and will be provided to the contractor in writing. Any TDLs issued hereunder will be subject to the terms and conditions of the contract. The contract cannot be modified by the TDLs, and in the event of a conflict, the contract shall prevail.
- c. The contractor shall staff an assignment that has been approved by the Government in response to a TDL. For every counselor assignment there is a UNI. Regardless of the location or the assignment, the contractor shall consult with the local POC regarding the counseling needs of military service members and their families. Changes, realignments, or requests from the local POCs, to be provided after award, must be discussed with and approved by the MFLC PM before adjustments are made.
- d. TDLs shall be issued in writing and shall include, at a minimum, the following information:
 - i. Date of issuance of the TDL.
 - ii. Contract number.
 - iii. Assignment/Worksite.
 - iv. Total number of personnel requested.
 - v. Task(s) under the contract that the TDL supports.
 - vi. TDL UNI identification number.
 - vii. Description of technical direction.
- e. If the contractor considers the TDL to be outside the scope of the contract, the contractor shall notify the FEDSIM CO in writing, with a copy to the FEDSIM COR, within two working days of having received the TDL. If there is any disagreement between the Government and contractor over scope of work, the contractor shall not proceed until directed by the FEDSIM CO or the matter has been resolved by the FEDSIM CO through a contract modification or other appropriate action.

H.24 ACCOUNTABILITY

The contractor shall demonstrate the day to day accountability of counselors on assignments, that
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is, the contractor shall demonstrate that counselors are checking in and out with the local POC and that counselors are collaborating/ coordinating/ communicating with the local POC to ensure they are working on areas of need as identified by the POC. At a minimum, the MFLC or CYB-MFLC shall establish accountability with their local Government and contractor POCs when they start and finish each work day, either through email or some other auditable process.

H.25 SECTION 508 COMPLIANCE REQUIREMENTS

Unless the Government invokes an exemption, all Electronic and Information Technology (EIT) products and services proposed shall fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, 29 U.S.C. 794d, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 Code of Federal Regulations (CFR) 1194. The contractor shall identify all EIT products and services provided, identify the technical standards applicable to all products and services provided, and state the degree of compliance with the applicable standards. Additionally, the contractor must clearly indicate where the information pertaining to Section 508 compliance can be found (e.g., Vendor's or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning at time of award.

H.26 SMALL BUSINESS SUBCONTRACTING GOALS

For any subcontracted dollars under the contract, the Government has incorporated the following small business goals:

- a. 33 percent – Total Small businesses including HUBZone, SDB, WOSB and SDVOSB

Furthermore of the 33 percent goal for Small Business, the following also should apply

- b. 3 percent – HUBZone small businesses
- c. 5 percent – Small Disadvantaged Businesses (SDB)
- d. 5 percent – Women-Owned Small Businesses (WOSB)
- e. 3 percent – Service Disabled Veteran-Owned Small Businesses (SDVOSB)

For Example:

Categories	Sample Dollars	Percentages
Total Dollars to be subcontracted	\$ 25,000,000	100%
To: Large Business	\$ 16,750,000	67%
To all: Small Business (includes sub-categories)	\$ 8,250,000	33%
HUBZone Small Business	\$ 750,000	3%
Small Disadvantaged Business	\$ 1,250,000	5%
Women Owned Small Business	\$ 1,250,000	5%

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Service Disabled Veteran-Owned Small Business	\$ 750,000	3%
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These goals will be assessed as a percentage of subcontracted dollars.

In addition, the contractor shall execute an Individual Subcontracting Plan which contains the contractor's efforts to meet the above small business subcontracting goals. If the contractor is a small business, the Subcontracting Plan is not required, and instead, the contractor shall provide Representations, Certifications, and Other Statements of Offerors.

In accordance with 52.219-9 and as part of the contractor's Subcontracting Plan, the contractor shall provide an Individual Subcontract Report (ISR) and Summary Subcontract Report (SSR) to the CO utilizing the electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The submission of an ISR is not required so long the contractor is following a "commercial type" plan as indicated in its proposal submitted to the solicitation of this contract. The ISR (if an ISR is required) and/or SSR report shall be submitted semi-annually during contract performance for reporting periods ending March 31 and September 30. The Contractor has 30 days after each reporting period to submit such reports. The ISR and/or SSR reports are also required within 30 days of contract completion. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR and/or an SSR, the contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection. Failure to comply will negatively impact the contractor's Award Fee Rating and CPARS evaluation.

H.27 IDENTIFICATION AND BADGING REQUIREMENTS

MFLCs shall be easily identifiable, approachable, and operate in a manner that maximizes accessibility in areas commonly frequented by eligible participants (e.g., installation common areas, family support centers, housing areas, youth facilities, and/or community agencies such as the Red Cross, Boys and Girls clubs, YMCAs, camps, and schools). MFLCs shall meet with family readiness groups and service members returning from deployments; they shall attend welcome events at respective airports; and they shall be available in reintegration orientation sessions. MFLCs shall wear a nametag that identifies them by name; identifies them as a member of the MFLC Program, not an employee of the contractor (The Government will provide the nametag template after contract award).

H.28 LABOR SUBJECT TO THE SERVICE CONTRACT LABOR STANDARDS (Formerly known as the Service Contract Act (SCA))

The MFLC program labor categories are primarily considered bona fide executive, administrative, and professional labor and generally exempt from SCA. However; previous audits conducted by the Department of Labor (DOL) concluded that counselors may have been paid on an hourly basis and therefore did not meet the tests set forth in 29 CFR part 541, (Section J, Attachment U). Therefore, the counselors could be subjected to the SCA as they are no longer considered exempt professional employees under 29 CFR 541.300. Should the contractor enter into staffing agreements/arraignments made by the contractor and its personnel under this contract, where the counselor is paid on an hourly basis, the contract specific wage

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determination may apply. The contractor is responsible for ensuring that all labor practices are IAW DOL standards.

On a yearly basis, the CO will incorporate the latest contract specific wage determination. It shall be noted that these wages are minimums, and should not be construed as directed and/or realistic base rate compensation.

Should the contractor enter into staffing agreements where the counselor is paid on an hourly basis, the latest contract specific wage determination may require a price adjustment, IAW FAR 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards- Price Adjustment (Multiple Year and Option Contracts), at paragraph "(f)".

The contractor shall notify the CO of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the CO. The contractor shall promptly notify the CO of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in contract specific hourly rates, and any relevant supporting data, including payroll records, that the CO may reasonably require. Upon agreement of the parties, the contract specific hourly rates shall be modified in writing. The contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

H.29 AWARD TERM INCENTIVE PERIOD

This contract contains Award Term Incentive Periods. These incentives are not to be misconstrued as Option Periods and can only be earned in accordance with the attached Award Term Evaluation Plan (Section J, Attachment BB). The Contractor may earn up to two extensions (hereinafter called “Award Term Incentive Periods”) in 12 month increments and based upon exceptional performance during the specified evaluation periods. The receipt and execution of an Award Term Incentive Period is a bilateral process. For full details of the Award Term Incentive Period guidelines and process, see Attachment BB, Award Term Evaluation Plan.

H.30 INCENTIVE PAY FOR HARD-TO-FILL POSITIONS

The Government has identified a number of CONUS positions considered “hard-to-fill” based on historical vacancy rates at specific installations. The contractor is authorized to provide a (b) (4) incentive for the identified locations listed in Section H.31, subject to the following restrictions and conditions. This is advantageous to the Government and is intended to assist the contractors in staffing Hard-to-Fill locations.

- a) The Incentive Pay shall be used by the contractor only for the initial filling of these “hard-to-fill” positions (i.e. if a counselor departs their position after six months, the next counselor to fill that position would not be eligible for Incentive Pay).
- b) The Incentive Pay, if utilized, shall be provided to counselors every six months ((b) (4)) per six-month period) for up to 12 months (i.e. if a counselor fills a

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position for eight months, they are only authorized to receive the first installment of (b) (4). If a counselor fills a position for 12 months, they are authorized to receive (b) (4).

- c) Incentive Pay will only be authorized for counselors that begin their assignment during the Base Period of the contract. This Incentive can be paid out during Option Period 1 to meet the consecutive 12-months requirement.
- d) Counselors serving in a school assignment (i.e. nine-month assignment) are eligible to receive the (b) (4) incentive. Payment of this incentive shall be prorated over two, 4.5-month periods ((b) (4) per period).
- e) If a counselor is in a travel status and is authorized to receive Per Diem, Lodging, and/or Transportation allowances (i.e. in a travel status), the counselor is not eligible to receive this incentive.

H.31 HARD-TO-FILL LOCATIONS – WEST OF THE MISSISSIPPI (WOM) FOOTPRINT

Installation	State
MCAS Yuma	Arizona
Yuma Proving Ground	Arizona
Little Rock AFB	Arkansas
MCAGCC Twentynine Palms	California
Fort Irwin	California
NAWS China Lake	California
Fort Riley	Kansas
Whiteman AFB	Missouri
Grand Forks AFB	North Dakota
Dyess AFB	Texas
NAS Whidbey Island	Washington
Joint Base Lewis-McChord	Washington
NB Kitsap	Washington

H.32 RETENTION, RELOCATION, AND ONBOARDING/SIGN-ON INCENTIVE PAY

The Government authorizes the contractor to utilize Incentive Pay, to assist the contractor with retention, relocation, and onboarding/sign-on of counselors within the contractor's geographic footprint. This Incentive Pay shall be utilized against the ODC CLIN (CLIN 0008) and may be authorized for counselors serving in CONUS and OCONUS locations.

The contractor may utilize this Incentive Pay at its discretion, within the following categories:

Types of Allowable Incentives for Rotational Positions:

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- Retention
- Relocation
- Onboarding/Sign-on

Types of Allowable Incentives for Surge/On-Demand Positions:

- Onboarding/Sign-on

Incentive Pay costs must be incurred in the Base Period. Total Incentive Pay costs per counselor assignment (as described in Section C.3.1) may not exceed (b) (4)

Incentive Pay will only be authorized for counselors staffing assignments during the Base Period of the contract. This may cover assignments performed during Option Period 1, as long as costs are incurred on or before January 31, 2022.

Counselors receiving Incentive Pay must complete the full length of their assignment (as described in Section C.3.1) or forfeit the Incentive Pay and funds must be returned to the Government.

Circumstances which would preclude a counselor from completing the full-term of their assignment where repayment of the Incentive Pay would not be required are as follows: counselor death, illness resulting in short-term or long-term disability, leave covered by the Family and Medical Leave Act (FMLA) or other leave as permitted by state or federal law, Military service of a counselor covered by the Uniformed Services Employment and Reemployment Rights Act, workers compensation claims (pending or adjudicated).

Additionally, Government-caused gaps (i.e. paid-time off holidays, school and base closures), the cancellation of a TDL, or the Government's decision not to exercise Option Period 1 (OP1), shall not result in any forfeiture of the Incentive Pay.

The Government requires the contractor to provide reporting via the Attachment HH template - Incentive Pay Reporting (due Monthly NLT 15th of each month) on the usage of Incentive Pay funds, to include, but not limited to, the following data (Deliverable 31):

- Unique Numerical Identifiers (UNI) Code
- Location
- Counselor Name
- TDL Assignment Type (under Section C.3.1)
- TDL Start Date
- Actual Start Date
- Amount of Cost Incurred
- Date of Cost Incurred
- Type of Incentive
- Number of TDL Gapped Days Prior to Incentive Pay Utilization
- Remarks

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The Government requires the contractor to provide reporting via Deliverable 32 - Incentive Pay Reporting on the usage, outcome, and overall impact of Incentive Pay funds via a written narrative. Deliverable 32 reports are due NLT November 30, 2021, February 28, 2022, May 31, 2022, August 31, 2022, and November 30, 2022. Deliverable 32 shall include a narrative discussing how the incentive(s) were used to date and its impact on the Government's priorities regarding staffing, continuity of service and the quality of counselors hired. The contractor shall provide its analysis of the overall impact and success of their application of these incentives to reduce TDL gapped days and increase full term assignments to improve continuity of service.

SECTION I – CONTRACT CLAUSES

I.1 CONTRACT CLAUSES

The following clauses apply to this contract.

I.1.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the FEDSIM CO will make their full text available. Also, the full text of a clause may be accessed electronically at the FAR website:

<http://www.acquisition.gov/far/>

FAR Part 12 commercial clauses do not apply to this contract.

FAR	TITLE	DATE
52.202-1	Definitions	(Nov 2013)
52.203-3	Gratuities	(Apr 1984)
52.203-5	Covenant Against Contingent Fees	(May 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government	(Sep 2006)
52.203-7	Anti-Kickback Procedures	(May 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(May 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(May 2014)
52.203-12	Limitations on Payments to Influence Certain Federal Transactions	(Oct 2015)
52.203-13	Contractor Code of Business Ethics and Conduct	(Oct 2015)
52.204-4	Printed or copied Double-sided on Postconsumer Fiber Content Paper	(May 2011)
52.204-9	Personal Identity Verification of Contractor Personnel	(Jan 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	(Oct 2018)
52.204-13	System for Award Management Maintenance	(Oct 2018)
52.204-18	Commercial and Government Entity Code Maintenance	(Jul 2016)
52.204-19	Incorporation by Reference of Representations and Certifications	(Dec 2014)
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	(Jun 2016)
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	(Jul 2018)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment	(Oct 2015)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	(Oct 2018)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	(Nov 2015)
52.215-2	Audit and Records- Negotiations	(Jun 2019)
52.215-8	Order of Precedence- Uniform Contract Format	(Oct 1997)
52.215-17	Waiver of Facilities Capital Cost of Money (MAY BE REMOVED AT AWARD)	(Oct 1997)
52.215-19	Notification of Ownership Changes	(Oct 1997)
52.215-21	Requirements for Cost of Pricing Data or Information Other than Cost or Pricing Data- Modifications	(Oct 2010)

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FAR	TITLE	DATE
52.215-23	Limitations on Pass-Through Charges	(Oct 2009)
52.216-7	Allowable Cost and Payment Fill-in: 30 th Day	(Aug 2018)
52.219-8	Utilization of Small Business Concerns	(Oct 2018)
52.219-9	Small Business Subcontracting Plan	(Aug 2018)
52.219-16	Liquidated Damages – Subcontracting Plan	(Jan 1999)
52.219-28	Post-Award Small Business Program Rerepresentation	(Jul 2013)
52.222-1	Notice to the Government of Labor Disputes	(Feb 1997)
52.222-2	Payment for Overtime Premiums: Fill-in: Zero	(JUL 1990)
52.222-3	Convict Labor	(Jun 2003)
52.222-17	Nondisplacement of Qualified Workers	(May 2014)
52.222-21	Prohibition of Segregated Facilities	(Apr 2015)
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	(Feb 1999)
52.222-26	Equal Opportunity	(Apr 2015)
52.222-29	Notification of Visa Denial	(Apr 2015)
52.222-35	Equal Opportunity for Veterans	(Oct 2015)
52.222-36	Equal Opportunity for Workers with Disabilities	(Jul 2014)
52.222-37	Employment Reports on Veterans	(Feb 2016)
52.222-40	Notification of Employee Rights under the National Labor Relations Act	(Dec 2010)
52.222-41	Service Contract Labor Standards	(May 2014)
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards- Price Adjustment (Multiple Year an Option Contracts)	(Aug 2018)
52.222-49	Service Contract Standards- Place of Performance Unknown	(May 2014)
52.222-50 ALT I	Combating Trafficking in Persons	(Jan 2019)
52.222-54	Employment Eligibility Verification	(Aug 2013)
52.222-55	Minimum Wages Under Executive Order 13658	(Dec 2015)
52.222-62	Paid Sick Leave Under Executive Order 13706	(Jan 2017)
52.223-5	Pollution Prevention & Right-To-Know Information	(May 2011)
52.223-6	Drug-Free Workplace	(May 2001)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	(Aug 2011)
52.224-1	Privacy Act Notification	(Apr 1984)
52.224-2	Privacy Act	(Apr 1984)
52.224-3	Privacy Training	(Jan 2017)
52.225-13	Restrictions on Certain Foreign Purchases	(Jun 2008)
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	(Mar 2008)
52.228-7	Insurance- Liability to Third Persons	(Mar 1996)
52.229-8	Taxes- Foreign Cost-Reimbursement Contracts	(Mar 1990)
52.230-2	Cost Accounting Standards (Class Deviation 2018-O0015)	(Oct 2015)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (Class Deviation 2018-O0015)	(Oct 2015)
52.230-6	Administration of Cost Accounting Standards	(Jun 2010)

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FAR	TITLE	DATE
52.232-17	Interest	(May 2014)
52.232-18	Availability of Funds	(Apr 1984)
52.232-20	Limitation of Cost	(Apr 1984)
52.232-22	Limitation of Funds	(Apr 1984)
52.232-39	Unenforceability of Unauthorized Obligations	(Jun 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	(Dec 2013)
52.233-1 ALT I	Disputes	(May 2014)
52.233-3 ALT I	Protest After Award	(May 2014)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	(Apr 1984)
52.237-3	Continuity of Services	(Jan 1991)
52.239-1	Privacy or Security Safeguards	(Aug 1996)
52.242-5	Payments to Small Business Subcontractors	(Jan 2017)
52.242-13	Bankruptcy	(Jul 1995)
52.242-15 ALT I	Stop-Work Order- Alternate I	(Apr 1984)
52.243-2 ALT II	Changes- Cost Reimbursement- Alternate II	(Apr 1984)
52.244-2	Subcontracts	(Oct 2010)
52.244-5	Competition in Subcontracting	(Dec 1996)
52.244-6	Subcontracts for Commercial Items	(Jun 2020)
52.245-1	Government Property	(Jan 2017)
52.245-9	Use and Charges	(Apr 2012)
52.246-5	Inspection of Services - Cost-Reimbursement	(Apr 1984)
52.246-25	Limitation of Liability- Services	(Feb 1997)
52.249-6	Termination (Cost-Reimbursement)	(May 2004)
52.249-14	Excusable Delays	(Apr 1984)
52.251-1	Government Supply Sources	(Apr 2012)
52.253-1	Computer Generated Forms	(Jan 1991)

I.1.2 FAR CLAUSES INCORPORATED BY FULL TEXT

52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST. (DEVIATION 2018-O0018)

(b) Subcontract flowdown. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts-

(1) That exceed the simplified acquisition threshold; and

(End of clause/Class Deviation)

**52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR
EQUIPMENT (AUG 2020)**

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

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(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six months.

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The Contracting Officer may exercise the option by written notice to the Contractor within 5 calendar days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- a. The Government may extend the term of this contract by written notice to the Contractor within **1 day** provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c. The total duration of this contract, including the exercise of any options under this clause, as well as the exercising of any Award Term Incentive Period(s) shall not exceed 90 months.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (DEVIATION 2018-O0018)

(d) The Offeror's subcontracting plan shall include the following:

(11) A description of the types of records that will be maintained convening procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, indicating-

(End of clause/Class Deviation)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C.5341](#) or [5 332](#).

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
Social Work Series 0185- GS- 7 through GS-12	\$17.87 - \$41.22/hr * Based on the OPM Base Payscale.

(End of clause)

I.2 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM), CLAUSES INCORPORATED BY REFERENCE

The full text of a clause may be accessed electronically at the GSAM website:

<https://www.acquisition.gov/gsam/gsam.html/>

GSAM	TITLE	DATE
552.252-6	Authorized Deviations in Clauses	SEP 1999
552.215-73	Notice	JUL 2016
552.232-25	Prompt Payment	NOV 2009
552.232-39	Unenforceability of Unauthorized Obligations (FAR Deviation)	FEB 2018
552.232-78	Commercial Supplier Agreements-Unenforceable Clauses	FEB 2018

I.3 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) CLAUSES INCORPORATED BY REFERENCE

The full text of a clause may be accessed electronically at Defense Pricing and Contracting website:

www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

DFARS	TITLE	DATE
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011

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DFARS	TITLE	DATE
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	AUG 2019
252.204-7000	Disclosure of Information	OCT 2016
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7004	DoD Antiterrorism Awareness Training for Contractors	FEB 2019
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	DEC 2019
252.204-7023	Reporting Requirements for Contracted Services	JUL 2021
252.205-7000	Provision of Information to Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting with Firm that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.219-7003	Small Business Subcontracting Plan	DEC 2019
252.222-7004	Compliance with Spanish Social Security Laws and Regulations	JUN 1997
252.223-7004	Drug-Free Work Force	SEP 1988
252.225-7004	Report of Intended Performance Outside the United States and Canada-Submission after Award	MAY 2019
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States	JUN 2015
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7013	Rights in Technical Data - Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial computer software and noncommercial computer software documentation	FEB 2014
252.227-7015	Technical Data – Commerical Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7030	Technical Data – Withholding of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.229-7003	Tax Exemptions (Italy)	MAR 2012
252.229-7005	Tax Exemptions (Spain)	MAR 2012
252.229-7006	Value Added Tax Exclusion (United Kingdom)	DEC 2011
252.229-7007	Verification of United States Receipt of Goods	JUN 1997
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013

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DFARS	TITLE	DATE
252.237-7019	Training for Contractor Personnel Interacting with Detainees	JUN 2013
252.242-7005	Contractor Business Systems	FEB 2012
252.243-7002	Request for Equitable Adjustment	DEC 2012
252.242-7006	Accounting System Administration	FEB 2012
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting loss of Government Property	DEC 2017
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7001	Warranty of Data	MAR 2014
252.251-7000	Ordering From Government Supply Sources	AUG 2012

I.3.1 DFARS CLAUSES INCORPORATED BY FULL TEXT

252.223-7999 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-O0009)

ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (DEVIATION 2021-O0009) (OCT 2021)

(a) *Definition.* As used in this clause –

United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for

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services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (OCT 2015)

(a) *Definitions.* As used in this clause—

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Designated operational area” means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

“Designated reception site” means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Non-CAAF” means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country

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national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

(b) *General.*

(1) This clause applies to both CAAF and non-CAAF when performing in a designated operational area outside the United States to support U.S. Armed Forces deployed outside the United States in—

(i) Contingency operations;

(ii) Peace operations, consistent with Joint Publication 3-07.3; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel supporting the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.*

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(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(d) *Compliance with laws and regulations.*

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(1) The Contractor shall comply with, and shall ensure that its personnel supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures;
and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware—

(i) Of the DoD definition of “sexual assault” in DoD Directive 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

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(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) That this section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command
at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations
at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

(iii) Navy Criminal Investigative Service
at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service
at <http://www.dodig.mil/HOTLINE/index.html>;

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8)(i) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces are aware of their rights to—

(A) Hold their own identity or immigration documents, such as passport or driver's license, regardless of the documents' issuing authority;

(B) Receive agreed upon wages on time;

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- (C) Take lunch and work-breaks;
 - (D) Elect to terminate employment at any time;
 - (E) Identify grievances without fear of reprisal;
 - (F) Have a copy of their employment contract in a language they understand;
 - (G) Receive wages that are not below the legal host-country minimum wage;
 - (H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
 - (I) If housing is provided, live in housing that meets host-country housing and safety standards.
- (ii) The Contractor shall post these rights in employee work spaces in English and in any foreign language(s) spoken by a significant portion of the workforce.
 - (iii) The Contractor shall enforce the rights of Contractor personnel supporting the U.S. Armed Forces.

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

- (i) All required security and background checks are complete and acceptable.
- (ii) All CAAF deploying in support of an applicable operation—
 - (A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;
 - (B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and
 - (C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

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(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the designated operational area a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as Approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contactor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

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(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) *Processing and departure points.* CAAF shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

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(g) Personnel data.

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, to enter and maintain the data for all CAAF and, as designated by USD(AT&L) or the Combatant Commander, non-CAAF supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause.

(2) The Contractor shall enter the required information about their contractor personnel prior to deployment and shall continue to use the SPOT web-based system at <https://spot.dmdc.mil> to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that Contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

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(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, Operational Contractor Support. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If Contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

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(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

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(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) *Mortuary affairs.* Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are supporting U.S. Armed Forces deployed outside the United States in—

(1) Contingency operations;

(2) Peace operations consistent with Joint Publication 3-07.3; or

(3) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(End of clause)

252.225-7980 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES AFRICA COMMAND AREA OF RESPONSIBILITY (DEVIATION 2016-00008) (JUN 2016)

(a) *Definitions.* As used in this clause—

“Combatant Commander” means the Commander of the United States Africa Command (USAFRICOM).

“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct

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vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces in applicable operations shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander or subordinate joint force commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Designated reception site” means the designated place for the reception, staging, integration, and onward movement of contractors deploying to the USAFRICOM area of responsibility. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses the international law related to the conduct of hostilities that is binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Non-CAAF” means personnel in applicable operations who are not designated as CAAF, such as local national employees and non-local national employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, the U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the

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direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

“U.S. Africa Command (USAFRICOM) area of responsibility,” as used in this clause, means—

(1) The entire continent of Africa, excluding Egypt;

(2) The Atlantic Ocean east and south of the line from Antarctica at 024°W, north to 4°N/024°W, west to 30°W, then north to 21°N/030°W, then east to the African continent; and

(3) The Indian Ocean west and south of the line from Antarctica at 68°E, north to 01°40’S/068°E, and west to the African coast at 01°40’S.

(b) *General.*

(1) This clause applies to all contractor personnel when performing in the USAFRICOM area of responsibility.

(2) Certain requirements in paragraphs (c)(3), (e)(1), and (f) must be specified in the statement of work to be applied to non-CAAF personnel.

(3) Contract performance in the USAFRICOM area of responsibility may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(4) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.

(5) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(6) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.*

(1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when

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the Combatant Commander decides it is in the interests of the Government to provide security because—

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, all non-CAAF who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3)(i) A Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer is required for certain contractor personnel to process through a deployment center or to travel to, from, or within the USAFRICOM area of responsibility. The requirement applies to CAAF and, as specified in the statement of work, non-CAAF personnel.

(ii) The letter of authorization will identify any additional authorizations, privileges, or Government support that contractor personnel are entitled to under this contract. USAFRICOM has limited capability to provide Government-furnished life-support services to contractors in the USAFRICOM area of responsibility. In instances where Government-furnished life support services are neither available nor authorized in the contract,

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the SPOT-generated letter of authorization, signed by the Contracting Officer, shall be annotated with “None” checked for Government-furnished life-support services.

(iii) Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USAFRICOM area of responsibility under this contract.

(d) *Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USAFRICOM area of responsibility are familiar with and comply with, all applicable—

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures;
and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that all contractor personnel are aware—

(i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may

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constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences for the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command
at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.af.mil>;

(iii) Navy Criminal Investigative Service
at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service
at <http://www.dodig.mil/HOTLINE/index.html>; and

(v) To any command of any supported military element or the command of any base.

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(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098

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or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to—

(i) Hold their own identity or immigration documents, such as passport or driver's license;

(ii) Receive agreed upon wages on time;

(iii) Take lunch and work-breaks;

(iv) Elect to terminate employment at any time;

(v) Identify grievances without fear of reprisal;

(vi) Have a copy of their employment contract in a language they understand;

(vii) Receive wages that are not below the legal in-country minimum wage;

(viii) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(ix) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF and, as specified in the statement of work, non-CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are complete and acceptable.

(ii) All such personnel deploying in support of an applicable operation—

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the Geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

(C) Have received all required immunizations as specified in the contract.

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(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All such personnel, as specified in the statement of work, shall bring to the USAFRICOM area of responsibility a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USAFRICOM area of responsibility and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance

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Program. For this purpose, CAAF are considered non-DoD personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

1. Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all such personnel. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal

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jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9));

(iv) In time of declared war or a contingency operation, CAAF and selected non-CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10);

(v) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities; and,

(vi) Such employees will be provided victim and witness protection and assistance.

(f) *Processing and departure points.* CAAF and, as specified in the statement of work, non-CAAF personnel shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site upon arrival at the deployed location. The designated reception site will validate personnel accountability, ensure that

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specific USAFRICOM area of responsibility entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) *Personnel data.* The Contractor shall—

(1) Use the SPOT web-based system, or its successor, to account for—

(i) Data for all CAAF supporting the U.S. Armed Forces deployed outside the United States.

(ii) All contractor personnel who are United States citizens and third-country nationals, when the personnel will be performing in the USAFRICOM area of responsibility regardless of the length of performance or contract value; and

(iii) All private security contractor personnel and their equipment, and all other contractor personnel authorized to carry weapons, when the personnel are performing in the USAFRICOM area of responsibility regardless of the length of performance or contract value.

(2) Enter the required information about their Contractor personnel and their equipment prior to deployment and shall continue to use the SPOT web-based system at <https://spot.dmdc.mil> to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, including closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html.

(3) The Contractor shall submit to the Contracting Officer for SPOT reporting, not later than the 10th day of each month, an aggregate count of all local national employees performing in the USAFRICOM area of responsibility, by country of performance, for 30 days or longer under a contract valued at or above \$150,000 annually. Contractors using local national day laborers shall count each individual hired during the 30-day period only once.

(4) For classified contracts, users shall access SPOT at <https://spot.dmdc.osd.smil.mil>. To obtain access, contact the SPOT Customer Support Team via email: dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil.

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may

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be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's Representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, including the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander or subordinate joint force commanders. If authorized to wear military clothing, contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue organizational clothing and individual equipment and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued organizational clothing is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the USAFRICOM area of responsibility be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-

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theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander, subordinate joint force commander, and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USAFRICOM area of responsibility.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the USAFRICOM area of responsibility whose function is to determine that

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certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to contractor personnel who are U.S. citizens and third country nationals.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) *Mortuary affairs.* Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contract Support.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform in the USAFRICOM area of responsibility.

(End of clause)

252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2017-00004) (SEP 2017)

(a) *Definitions.* As used in this clause—

“Combatant Commander” means the Commander of the United States Central Command Area of Responsibility.

“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Designated reception site” means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Non-CAAF” means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country

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national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR).

(2) Contract performance in USCENTCOM AOR may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when

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the Combatant Commander decides it is in the interests of the Government to provide security because—

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides emergency medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENTCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to

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under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENTCOM AOR under this contract.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENTCOM AOR are familiar with and comply with, all applicable—

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware—

(i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, or another Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

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(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at
<http://www.cid.army.mil/index.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.af.mil>;

(iii) Navy Criminal Investigative Service at
<http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at
<http://www.dodig.mil/HOTLINE/index.html>;

(v) Any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098

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or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to—

(i) Hold their own identity or immigration documents, such as passport or driver's license;

(ii) Receive agreed upon wages on time;

(iii) Take lunch and work-breaks;

(iv) Elect to terminate employment at any time;

(v) Identify grievances without fear of reprisal;

(vi) Have a copy of their employment contract in a language they understand;

(vii) Receive wages that are not below the legal in-country minimum wage;

(viii) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(ix) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are complete and acceptable.

(ii) All CAAF deploying in support of an applicable operation—

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

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(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and, as specified in the statement of work, select non-CAAF shall bring to the USCENTCOM AOR a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign

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Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities;

and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261, et seq.);

(3) The Contractor shall notify all personnel that—

(i) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime;

(ii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S.

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Government missions outside the United States (18 U.S.C. 7(9)) or non-U.S. nationals who commit crimes against U.S. nationals in those places; and

(iii) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(iv) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(v) Such employees will be provided victim and witness protection and assistance.

(f) *Processing and departure points.* CAAF shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENCOM AOR entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) *Contractor Accountability and Personnel Data.*

The Synchronized Predeployment and Operational Tracker (SPOT) is the joint web-based database to assist the Combatant Commanders in maintaining awareness of the nature, extent, and potential risks and capabilities associated with contracted support for

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contingency operations, humanitarian assistance and peacekeeping operations, or military exercises designated by USCENTCOM.

(1) Contractors shall account for all CAAF and non-CAAF personnel in SPOT by name.

(2) *Registration.* The Contractor shall comply with SPOT registration requirements.

(i) Contractor appointed company administrators for unclassified contracts shall register for a SPOT account at <https://spot.dmdc.mil>. For classified contracts, users shall access SPOT at <https://spot.dmdc.osd.smil.mil>.

(ii) Register in SPOT using one of the following log-in methods–

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.

(iii) The SPOT Customer Support Team must validate user need. This process may take 2 business days. Contractor representatives will be contacted to validate contractor administrator account requests and determine the appropriate level of user access.

(iv) Refer to the OSD Program Support website at <http://www.acq.osd.mil/log/PS/spot.html> for the SPOT Business Rules, additional training resources, documentation regarding registration, and use of SPOT.

(3) *Compliance with SPOT.*

(i) The Contractor shall comply with the SPOT Business Rules located at <http://www.acq.osd.mil/log/PS/spot.html>.

(A) The Contractor shall enter into the SPOT web-based system the required information on Contractor personnel prior to deployment to the designated operational area and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the deployment for applicable Contractor personnel.

(B) The Contractor shall ensure the in-theater arrival date (ITAD), deployment closeout dates and changes to the status of individual Contractor personnel relating to their ITAD and their duty location, to include closing out the deployment

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with their proper status (e.g., mission complete, killed, wounded) are updated in the system in accordance with the processes and timelines established in the SPOT business rules.

(ii) SPOT non-compliance and deficiencies will be relevant to past performance evaluations for future contract opportunities in accordance with FAR subpart 42.15, Contractor Performance Information.

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on

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reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the USCENTCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to

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authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-

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issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USCENTCOM AOR.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the USCENTCOM AOR whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) *Mortuary affairs.* Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities,

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equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENCOM AOR.

(End of clause)

252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) *Definitions.* As used in this clause—

(1) “Essential contractor service” means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) “Mission-essential functions” means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD’s ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission essential functions. The Government has determined **all services for the MFLC program to be Mission-Essential Contractor Services, see section H.9, Service Delivery During Extenuating Circumstances, of this PWS for additional details.**

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

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(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this section during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

J.1 LIST OF ATTACHMENTS

The following attachments are attached, either in full text or electronically at the end of the TO.

ATTACHMENT	TITLE
A	COR Appointment Letter
B	Acronym List
C	Incremental Funding Chart
D	Award Fee Determination Plan (AFDP)
E	Problem Notification Report (PNR) Template
F	Monthly Status Report (MSR) Template
G	Trip Report Template
H	Deliverable Acceptance-Rejection Report Template
I	Solicitation Attachment – Removed for Award- RESERVED
J	Department of Defense (DD) 254
K	Solicitation Attachment – Removed for Award- RESERVED
L	Solicitation Attachment – Removed for Award- RESERVED
M	Travel Authorization Request (TAR) Template
N	Request to Initiate Purchase (RIP) Template
O	Consent to Purchase (CTP) Template

P	Solicitation Attachment – Removed for Award- RESERVED
Q	Solicitation Attachment – Removed for Award- RESERVED
R	Solicitation Attachment – Removed for Award- RESERVED
S	Solicitation Attachment – Removed for Award- RESERVED
T	Solicitation Attachment – Removed for Award- RESERVED
U	MFLC DOL Wage Determination
V	Solicitation Attachment – Removed for Award- RESERVED
W	Solicitation Attachment – Removed for Award- RESERVED
X	Solicitation Attachment – Removed for Award- RESERVED
Y	MFLC Geographic Footprint
Z	GSA Form 527 and Attachment
AA	MFLC Labor Categories (LCATs)
BB	Award Term Plan
CC	Solicitation Attachment – Removed for Award- RESERVED
DD	Adverse Incident Report Template
EE	MFLC Data Dictionary and Desk Guide
FF	Additional DOL Wage Determinations

GG	Government Furnished Equipment (GFE) List
HH	Incentive Pay Reporting